



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA
AMENDED 1**

October 9, 2018
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) Proposed UPS Facility Tax Increment Financing Agreement Discussion
- b) Cable License Renewal – Verizon
- c) DPW Advisory Committee

2. RESIGNATIONS

- a) Donna Girouard, Grafton Historic Commission
- b) Caroline Prout, Election Worker
- c) Adam Jasmine, DPW Heavy Truck/Equipment Operator

3. APPOINTMENTS

Board of Selectmen

- a) Katie Brown, Grafton Cultural Council
- b) Andrew Whisenant, Election Worker

Town Administrator

- a) Patrick O'Connell, DPW Advisory Committee

4. NEW BUSINESS

- a) Common Victualler License – The Grafton Town House, LLC

- b) One Day Beer & Wine License – Cummings School of Veterinary Medicine at Tufts University: October 14th, November 17th, November 30th, December 7th, June 20, 2019 and June 25, 2019.
- c) One Day Beer & Wine License – Community Harvest Project
- d) Vote to Sign Contract – Parker Environmental, DPW Garage
- e) Follette Street Well Update – Parker Environmental
- f) Vote to Sign State Election Warrants
- g) Vote to Sign Medical Reserve Corp Coordinator Contract – Lindsey Fox
- h) Vote to Sign Subrecipient Agreement – City of Worcester
- i) Vote to Amend & Sign the Intermunicipal Agreement for Animal Control/Animal Inspector Services (original signed June 12, 2018)
- j) Re-Naming of Bridge Street Park

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

8. MEETING MINUTES

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

**SCHEDULE 1 (A) – PROPOSED UPS FACILITY TAX INCREMENT FINANCING
AGREEMENT DISCUSSION**

A representative will be present to discuss particulars.

SCHEDULE 1 (B) – CABLE LICENSE RENEWAL - VERIZON

This is the Cable License Renewal with Verizon. The renewal will be for five (5) years.

The Particulars of the language will be covered at the meeting.

The actual vote for the license renewal may be done at a later meeting.

NOTE: The hearing should not be closed, but continued to a future agenda. For the purpose license renewal and if a date is established it should be stated.

MOTION:

The actual vote for the license renewal may be done at a later meeting.

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**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

OCTOBER 14, 2018

BOARD OF SELECTMEN

**TOWN OF GRAFTON,
MASSACHUSETTS**

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EXHIBITS

EXHIBIT A -- PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

EXHIBIT B -- PEG ACCESS CHANNELS

EXHIBIT C -- CUSTOMER SERVICE STANDARDS

EXHIBIT D -- PERFORMANCE BOND

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THIS CABLE RENEWAL LICENSE AGREEMENT (this "License") is entered into by and between the Board of Selectmen of the Town of Grafton, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law (M.G.L. c. 166A), and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the "Licensee").

WHEREAS, the Issuing Authority is a "franchising authority" in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of October 14, 2008, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of ten (10) years (the "Final License");

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a License to Licensee, Licensee's promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

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1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this License. For the purpose of this License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning in which case such other meaning shall apply. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which Licensee shall make available to the Town and/or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or its PEG Access Designee.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7).

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended (47 U.S.C. § 101 et seq.), which includes the Cable Communications Policy Act of 1984, as amended (including as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996).

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of corporate affairs.

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1.11. *Educational Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the local public schools in the Town and/or of its PEG Access Designee.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Licensee or the Issuing Authority to anticipate and control. With respect to the Licensee, Force Majeure includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Licensee is not primarily responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *Franchise Fee*: Shall have the meaning as set forth in Section 622 (g) of the Communications Act (47 U.S.C. §542(g)).

1.15. *FTTP Network*: Shall have the meaning set forth in the recitals of this License.

1.16. *Government Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the non-commercial use of the Issuing Authority and/or its PEG Access Designee.

1.17. *Gross Revenue*: All revenue, determined in accordance with United States Generally Accepted Accounting Principles ("GAAP"), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers for Cable Services; installation, reconnection, change-in-service (upgrades, downgrades, etc.) and similar charges; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; fees from third parties for leased access programming; revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (including the License Fee (Section 6.1), the PEG Access Support (Section 5.4), and the PEG/I-Net Grant (Section 5.3) as long as the Issuing Authority provides evidence that the PEG Grant of the other cable provider(s) in the Town is included in their respective gross revenue. Gross Revenue shall include revenue of an Affiliate only to the extent that such Affiliate revenue relates to the provision of Cable Services over the Cable System in the Town,

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and not the revenues of any such Affiliate that are not related thereto. In no event shall revenue of an Affiliate be Gross Revenue to the Licensee if such revenue is otherwise subject to Franchise Fees and paid to the Issuing Authority. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, nothing herein shall prevent the Licensee from allocating a greater amount of the combined revenue to Cable Services than is otherwise provided pursuant to GAAP.

Provided, however, that Gross Revenue shall not include:

1.17.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

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1.17.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.17.3. Refunds, rebates or discounts made to Subscribers;

1.17.4. Any revenues classified as Non-Cable Services revenue under federal or State law including, without limitation, revenue received from Telecommunications Services; or revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services;

1.17.5. Any revenue of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.17.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by law to pay (and does pay) Franchise Fees and other cable license fees to the Town on the resale of the Cable Services. Nothing under this Section is intended to limit the rights of the Town pursuant to Section 622(h) of the Communications Act (47 U.S.C. § 542(h));

1.17.7. Any tax of general applicability imposed by a Town, State, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, sales/use taxes);

1.17.8. Any revenue foregone as a result of the Licensee's provision of free or reduced cost Cable Services as required by this License to any Person, including without limitation, employees of Licensee and public institutions or other institutions as required or

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permitted herein and to other customers which are exempt, as required or allowed by the Town; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.17.9 Revenues from the sales of capital assets or sales of surplus equipment;

1.17.10 Program launch fees; and

1.17.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing.

1.18. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or such higher resolution as determined by the Licensee in its sole discretion.

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1.19. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.20. *Internet Access Service:* Dial-up or broadband access service that enables access to the Internet.

1.21. *Issuing Authority:* The Board of Selectmen of the Town of Grafton.

1.22. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.23. *Licensee:* Verizon New England, Inc., and its lawful and permitted successors, assigns and transferees.

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1.24. *Massachusetts Cable Law:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.25. *Non-Cable Services:* Any service that does not constitute Cable Service(s), including, but not limited to, Information Services and Telecommunications Services.

1.26. *Normal Business Hours:* Those hours during which Licensee's retail locations in the community are open to serve customers and absent such a retail location, then those hours most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.27. *Normal Operating Conditions:* Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone

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network outages, and severe or unusual weather conditions. Those conditions which are within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.28. *PEG*: Public, educational, and governmental.

1.29. *PEG Access Channel*: An Access Channel that the Licensee provides to the Town for non-commercial use pursuant to the terms and conditions of this License, and managed by the Issuing Authority and/or its PEG Access Designee.

1.30. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming, including, but not limited to, the Town itself, the Grafton Public Schools and/or an access corporation.

1.31. *Person*: An individual, partnership, association, joint stock company, trust, corporation, other business entity, or governmental entity.

1.32. *Public Access Channel*: An Access Channel provided to the Town pursuant to the terms and conditions of this License and available for the use by the residents in the Town and managed by the Issuing Authority and/or its PEG Access Designee.

1.33. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town.

1.34. *Service Area*: The entire existing territorial limits of the Town.

1.35. *Service Interruption*: The loss of picture or sound on one or more cable Channels.

1.36. *Standard (SD) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i or such higher resolution as determined by the Licensee in its sole discretion.

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1.37. *State*: The Commonwealth of Massachusetts.

1.38. *Subscriber*: A Person who lawfully receives Cable Service in the Town.

1.39. *Telecommunications Facilities*: Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

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1.40. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.41. *Title II*: Title II of the Communications Act, Common Carriers.

1.42. *Title VI*: Title VI of the Communications Act, Cable Communications.

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1.43. *Town*: The Town of Grafton.

1.44. *Transfer*: Any transaction in which:

1.44.1. an ownership or other interest in Licensee is transferred or assigned, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.44.2. the rights held by Licensee under the License are transferred or assigned to another Person or group of Persons.

1.45. *Video Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20).

1.46. *Video Service Provider or VSP*: Any entity using the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, regardless of the transmission method, facilities or technologies used.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to operate and maintain a Cable System along the Public Rights-of-Way within the Town, for the purpose of providing Cable Service. Reference herein to "Public Rights-of-Way" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town or which is inconsistent with the purposes for which it was taken, purchased and/or dedicated. This License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose unless otherwise provided herein. However, nothing in this License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way, which the Licensee has upgraded under its Title II authority, is subject to M.G.L. c. 166. The Licensee shall adhere to all applicable Town bylaws and lawful regulations of the Town regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the

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Licensee to challenge the legality of such a Town bylaw or regulation. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this License.

2.2. *Issuing Authority Does Not Regulate Telecommunications:* The parties recognize that the Licensee's FFTP Network is constructed, operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not assert jurisdiction over the Licensee's FFTP Network in contravention of those limitations. Therefore, the Issuing Authority's regulatory authority under Title VI is not applicable to the construction, installation, maintenance or operation of the FFTP Network to the extent the FFTP Network is constructed, installed, maintained and operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term:* This License shall become effective on October 14, 2018 (the "Effective Date"). The term of this License shall be five (5) years from the Effective Date unless this License is earlier revoked or terminated as provided herein.

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2.4. *Modification/Termination Based on VSP Requirements:*

2.4.1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Access Support, as provided in Section 5.4, will not be subject to modification under this Section 2.4.1 or 2.4.2.

2.4.2. Licensee's notice pursuant to Section 2.4.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out Section 2.4.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

2.4.3. In the event the parties do not, subject to the criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

a. commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License Term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

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b. terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

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c. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d. if agreed to by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

2.4.4. Modification of the PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Section 5.4 hereunder. As stated above, PEG Access Support is not subject to modification under Section 2.4.1.

2.5. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights shall not be in conflict with the authority as granted by this License. Disputes between the Licensee and other parties regarding use of Public Rights-of-Way shall be resolved in accordance with applicable law.

2.6. *License Subject to Federal and State Law/Preemption:* This License is subject to and shall be governed by all applicable provisions of federal and State law and regulations as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law. In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the parties hereto.

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2.7. *No Waiver:*

2.7.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law, bylaw or lawful regulation shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing by the Issuing Authority.

2.7.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not

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be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing by the Licensee.

2.8. *Construction of License:*

2.8.1. The provisions of this License shall be construed to effectuate their objectives.

2.8.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.8.3. Should any change to local bylaws, rules or regulations cause the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option the parties shall submit the matter to binding arbitration.

2.9. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers causes the Licensee's provision of Cable Services in the Town to be commercially impracticable, then the parties shall modify this License to the mutual satisfaction of both parties to ameliorate such commercial impracticability. If the parties cannot reach agreement on the above-referenced modification to this License, then, at the Licensee's option, the parties shall submit the matter to binding arbitration.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (E) in developments, buildings or other residential dwelling units that Licensee cannot obtain permission to access under reasonable terms and conditions after good faith negotiation, as determined in good faith by Licensee; and (F) in developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.2. *Availability of Cable Service and Standard Drops:* Licensee shall make Cable Service available to all residential dwelling units within the Town in conformance with

Town of Grafton Renewal License – 10/14/2018

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Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, the Licensee shall be required to connect, at Licensee's expense other than a standard installation charge, all residential dwelling units that are within two hundred fifty (250) feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Where a residential Subscriber connection exceeds such lengths, the Licensee shall be allowed to recover from such Subscriber the actual cost of connection attributable to the distance in excess of the length above.

3.3. *Availability of Cable Service To Businesses:* The Licensee may make Cable Service available to businesses. The Licensee may recover the actual cost incurred to connect any business to the Cable System for the provision of Cable Service.

3.4. *Cable Service to Public Buildings:* Subject to Section 3.1, if requested by the Issuing Authority pursuant to written notice to Licensee, the Licensee shall provide a cable drop, an outlet and monthly Basic Service at no cost to public buildings in the Town. Without limiting the foregoing, Licensee shall comply with Section 5(e) of the Massachusetts Cable Law. The current list of public buildings is set forth in Exhibit A.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements and/or have at least the following characteristics:

4.1.1. The Cable System shall be operated with an initial digital passband of 50-860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the Massachusetts State Building Code, and the rules and regulations of the Cable Division and the FCC.

4.2. *Interconnection With Other Cable Systems:*

4.2.1. The Licensee shall operate its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

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4.2.2 The Licensee shall in good faith cooperate with the Issuing Authority in implementing interconnection of the Cable Service with communications systems beyond the boundaries of the Town; provided that the cost of any such interconnection shall be borne by the Issuing Authority and/or the party seeking such interconnection.

4.3. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.4. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

5. PEG SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, capacity for three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel for a total of four (4) PEG Access Channels.

5.1.2. In addition to the three (3) SD PEG Access Channels referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, as follows: Starting on the Effective Date of this License, the Issuing Authority may make a written request for such an HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make such an HD PEG Access Channel available to the Issuing Authority within two hundred seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in its written notice a statement of whether the programming of such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming in HD or distinct programming. The Issuing Authority or its PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an SD PEG Access Channel simulcast in HD, upon one hundred eighty (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution consistent with the definition of "High Definition" in Section 1.18 above. Licensee reserves the right to reassign channel number

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and location for any or all of the PEG Access Channels at any time during the term. The Issuing Authority expressly acknowledges that an HD PEG Access Channel may not be available at all times during the term of this License on Licensee's Basic Service Tier and that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Issuing Authority hereby authorizes the Licensee to transmit PEG Access programming within the Town's jurisdictional boundaries and outside the Town's jurisdictional boundaries to other areas that are served out of the same central offices of the Licensee as those that serve the Town. Licensee shall assign the PEG Channels on its channel line-up as set forth in Exhibit B to the extent such channel assignments do not interfere with Licensee's existing or planned channel line-up or Licensee's contractual obligations, provided however, that the Licensee specifically reserves the right to make such assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Town or its designee for a period of 120 days, the Licensee may utilize such PEG Access Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Channel for its intended purpose. In the event that the ~~Town~~ determines to again use such PEG capacity, the Town shall provide Licensee with 120 days' prior written notice.

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5.2. PEG Interconnection and Cablecasting:

5.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at the PEG Access Studio (296 Providence Road) ("PEG Access Studio"). Within ninety (90) days of the date that the Issuing Authority provides written notice to Licensee that a new PEG Access studio ("New Access Studio") is completed at the Grafton Memorial Municipal Center (30 Providence Road), and subject to the completion of all necessary site preparation work by the Issuing Authority and/or its PEG Access Designee and provision of access to Licensee for equipment installation and provisioning, Licensee shall connect its Cable System at the ~~New~~ Access Studio for PEG Access video return to the Licensee's Subscribers. The Licensee shall be responsible for interconnection at this location, including any approvals and/or costs arising therefrom; provided, however, that Licensee shall not be required to incur any costs to construct entrance facilities or interior pathway to the Access Studio for the purpose of laying fiber into the building. After the Licensee connects said new PEG Access studio and said connection is operational, the Licensee shall no longer be responsible to maintain its connection to the current PEG Access studio at 296 Providence Road.

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The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the Town's PEG Access Designee, shall, except as otherwise provided above regarding the reconnection at the New Access Studio, be required to pay Licensee for all direct costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the Town and initiated by the Issuing Authority or its PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or its

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PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or its PEG Access Designee. Any upgrade or change referenced in subsections (i) through (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, including with respect to video or audio quality, shall not be deemed to be "initiated" by the Issuing Authority or its PEG Access Designee.

The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's and/or its PEG Access Designee's PEG equipment shall be at the output of the Town's and/or its PEG Access Designee's signal processing equipment at the PEG Access Studio, and after the above-referenced reconnection, at the New Access Studio. The Town and/or PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for providing that all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or its PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

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5.2.2. The Licensee shall provide, install, maintain, repair and replace all equipment necessary to receive and transmit all such PEG programming and all PEG Access Channels as described in Section 5.2.1 above to Subscribers, including any amplification, optical conversion, receiving, cable system headend, processing, and transmitting equipment needed.

5.2.3. The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's commercial channels, provided, however, that the Licensee is not responsible for the production quality of PEG Access programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control.

5.3. *PEG/I-Net Grant*

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5.3.1. Licensee shall pay to the Issuing Authority a PEG/I-Net Grant to be used for PEG Access and I-Net capital funding purposes (the "PEG/I-Net Grant") as follows:

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(1) Within forty-five days of the Effective Date, Licensee shall pay to the Issuing Authority the sum Thirteen Thousand Dollars (\$13,000). Four (4) additional payments in the same dollar amount Thirteen Thousand Dollars (\$13,000) shall be paid by the Licensee to the Issuing Authority on the first, second, third and fourth anniversaries of the Effective Date of the License; and

(2) The Licensee shall pay to the Issuing Authority the sum of one-half of one percent (0.50%) of Gross Revenue as defined in section 1.17 ~~above~~, payable on a quarterly basis. Said payments shall be made directly to the Issuing Authority on the following quarterly basis: (i) on or before May 15th of each year of this License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this License for the previous three (3) month period of October, November and December. The first one-half of one percent (0.50%) PEG/I-NET Grant payment under this License shall be made on or before February 15, 2019, for the previous period from the Effective Date through December 31, 2018. Each such payment shall be accompanied by a Gross Revenue report documenting, in reasonable detail, the Gross Revenue as defined in Section 1.17.

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5.3.2. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the PEG/I-Net Grant remittances within ninety (90) days following the PEG/I-Net Grant payment date for which such payments were applicable. Any such refund shall be requested in writing by Licensee and shall include an itemized account of the basis of the refund requested. The PEG/I-Net Grant shall not be counted against either the PEG Access Support payment required by Section 5.4, or any License Fee required by Section 6.1. The Issuing Authority and/or PEG Access Designee shall own all facilities and equipment purchased with the PEG/I-Net Grant. The Licensee shall have no obligation to maintain, repair, replace or insure any equipment or facilities purchased with the PEG/I-Net Grant.

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5.4. PEG Access Support:

5.4.1. The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses ("PEG Access Support") in the amount equal to five percent (5.0%) of annual Gross Revenue as defined in Section 1.17 above, subject to the limitation in Section 6.2; however, if the Town issues or renews any cable license after the Effective Date that provides for a lower percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be reduced to match such lower percentage over that same time period. The Issuing Authority shall place Licensee's PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority's control.

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5.4.2 The PEG Access Support payments (Section 5.4.1) shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenue report documenting, in reasonable detail, the Gross Revenue as defined in Section 1.17. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances, within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

5.4.3. In no case shall said five percent (5.0%) payments include: (i) the PEG/I-Net Grant (Section 5.3); (ii) costs of PEG Access Channels, interconnection and cablecasting obligations required by Sections 5.1 and 5.2 above; or (iii) any other fees or payments required by applicable law, except as provided in Section 6.2, below; provided however, that said five percent (5.0%) payments shall be a Franchise Fee, and subject to the five percent (5%) cap on Franchise Fees pursuant to Section 622(h) of the Communications Act (47 U.S.C. §542(h)).

5.5. *PEG Operational Rules:* The Issuing Authority or PEG Access Designee shall require all local producers and users of any of the PEG facilities or PEG Channels to agree in writing to authorize the Licensee to transmit programming consistent with this License. The Issuing Authority or its designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531).

5.6. *Recovery of Costs.* To the extent permitted by federal law and regulations, the Licensee shall be allowed to recover the costs of the PEG/I-NET Grant (Section 5.3), costs of PEG interconnection (Section 5.2), the PEG Access Support payments (Section 5.4), and any other costs arising from the provision of PEG services and related payments, required by this License, from Subscribers and to accurately reflect such costs as a separately billed line item on each Subscriber's bill.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority or its PEG Access Designee, the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide and the provision thereof by the Licensee; however, the Licensee shall not be required by this Section 5.8 to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request of the Issuing Authority, discuss with the Issuing Authority, the technical feasibility and commercial reasonability of providing, and the provision of, PEG Access Channel programming VOD in the Town; however,

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5.7. *Late Payments.* In the event that the PEG/I-Net Grant (Section 5.3), the PEG Access Support (Section 5.4) or the License Fee (Section 6.1) is not paid on or before the due date set forth in this License for such payment, then interest shall accrue from the due date until the date paid at the rate equal to 2% above the Prime Rate, as published in the *Wall Street Journal*. ¶

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the Licensee shall not be required by this Section 5.9 to provide PEG Access Channel programming VOD in the Town.

5.10. *Censorship:* Subject to Section 611(e) of the Communications Act (47 U.S.C. §531(e)), the Licensee shall comply with applicable federal laws restricting censorship or control of the content of PEG Access programming over the Cable System.

5.11. *Non-Commercial Programming:* The Issuing Authority and PEG Access Designee shall not use the PEG Access Channels to provide for-profit commercial programming. Nothing in this Section 5.11 shall prohibit the Issuing Authority or its PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

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5.12. *Leased Access:* The Licensee shall comply with Section 612 of the Communications Act (47 U.S.C. §532) with respect to designating channel capacity for commercial use.

5.13. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. FRANCHISE AND LICENSE FEES

6.1. *License Fee:* Pursuant to Massachusetts Cable Law, (M.G.L. c. 166A, Section 9), the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the "License Fee"), or such other amount as may in the future be designated by applicable State law.

6.2. *Maximum Franchise Fee Obligation:* The Licensee shall not be liable for a total Franchise Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues (as defined in Section 1.17 above); provided that said five percent (5%) shall include (i) the License Fee payable to the Town (Section 6.1), (ii) the License Fee payable to the State pursuant to Section 9 of the Massachusetts Cable Law, and (iii) the PEG Access Support funding (Section 5.4), but it shall not include: (A) the PEG/I-Net Grant (Section 5.3), (B) PEG Access Channel, interconnection and cablecasting costs (Sections 5.1 and 5.2), (C) any payments, expenses, or replenishment of the performance bond pursuant to Article 10 below; and (D) any other exclusions to the term "Franchise Fee" pursuant to Sections 622(g)(2) of the Communications Act.

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6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

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6.4. *Limitation on Actions:* The parties agree that the period of limitation for recovery of any payment obligation under this License shall be three (3) years from the date on which payment by Licensee is due.

6.5. *Method of Payment:* The PEG ~~I-Net~~ Grant, the PEG Access Support and the License Fee shall be made payable to the Town and provided to the Issuing Authority, unless the Licensee is otherwise notified in writing by the Issuing Authority.

6.6. *Other Payment Obligations and Exclusions:*

6.6.1. Unless otherwise required by applicable law, the License Fee and Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee or Franchise Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliate.

6.6.2. In accordance with Section 622(h) of the Communications Act (47 U.S.C. §542(h)), nothing in the Communications Act or this License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by any such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

6.7. *Affiliates Use of System:* Use of the Cable System and the provision of Cable Services within the Town by Affiliates shall be in compliance with applicable federal and State laws and regulations.

7. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit C, which shall be binding unless amended by written consent of the parties. Licensee shall comply with the billing and termination of service provisions set forth in 207 CMR 10.00, as amended, which shall supersede any conflicting provisions set forth in Exhibit C.

8. REPORTS AND RECORDS AND PERFORMANCE EVALUATIONS

8.1. *Open Books and Records:* Upon no less than thirty (30) business days written notice to the Licensee, the Issuing Authority or its designated authorized representative(s) shall have the right to inspect Licensee's books and records including all

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<#> Tender or acceptance of any payment made pursuant to Articles 5 or 6 shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums. ¶
<#> If the Issuing Authority has reason to believe that any payments made pursuant to Articles 5 or 6 are incorrect, it may conduct an audit no more than once during any three (3) year period in accordance with Section 6.4 above. The Issuing Authority shall not conduct a "success-based" audit. If, after such audit and recomputation, an additional fee is owed to the Town, such fee, including interest pursuant to Section 5.7 above, shall be paid within thirty (30) business days after such audit and recomputation; provided, however, the Licensee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to the Town. ¶

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documents in whatever form maintained, including electronic media, pertaining to the Cable System or the Licensee's provision of Cable Service in the Town at any time during Licensee's regular corporate business hours and on a nondisruptive basis as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the purpose of the review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority or its representative(s). Licensee shall not be required to maintain any books and records for License compliance purposes longer than ~~three~~ (3) years, except if required by applicable law or regulation. If any books, records, Service Area maps, plans, or other requested documents are too voluminous, not available locally, or for security reasons cannot be copied and moved, then the Licensee may request that the inspection take place at the Licensee's designated offices within the State (or other location mutually agreed to by the Issuing Authority and the Licensee), provided that (i) the Licensee must make necessary arrangements for copying documents selected by the Town after its review; and (ii) the Licensee must pay all travel and additional copying expenses incurred by the Town (above those that would have been incurred had the documents been produced in the Town) in inspecting those documents or having those documents inspected by its designee.

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8.2. *Proprietary Books and Records:* If Licensee believes that the requested information is confidential and proprietary, the Licensee must provide the following documentation to the Town: (i) specific identification of the information; (ii) statement attesting to the reason(s) Licensee believes the information is confidential; and (iii) statement that the documents are available at the Licensee's designated offices within the State for inspection by the Town. The Town shall take reasonable steps to protect the proprietary and confidential nature of any books, records, Service Area maps, plans, or other Town-requested documents that are provided to the extent they are designated as such by the Licensee in accordance herewith, including, without limitation, cooperating with the Licensee's exercise of its rights to protect its confidential information from public disclosure.

8.3. *Privacy:* The Licensee shall take all reasonable steps required to ensure that it is able to provide the Town with all information that must be provided or may be requested under this License or applicable law, including the issuance of appropriate Subscriber privacy notices. The Licensee shall be responsible for redacting any data that applicable law prevents it from providing to the Town. Nothing in this Article 8 shall be read to require a Licensee to violate federal or State law protecting Subscriber privacy.

8.4. *Copying of Books and Records:* The Town shall have the right to copy any such books and records, at the Town's expense, except to the extent that the Town's review as the Issuing Authority is prohibited pursuant to applicable law.

8.5. *Complete and Accurate Records:* The Licensee shall keep complete and accurate books of account and records of its business and operations under and in connection with the License. Unless otherwise provided in this License or by applicable law, all such materials and information shall be maintained for a period of ~~three~~ (3) years. Said records shall include, but not be limited to the following:

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8.5.1. Records of all written complaints for a period of three (3) years after receipt by Licensee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Licensee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

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8.5.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

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8.5.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.5.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

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8.5.5. A map showing the area of coverage for the provisioning of Cable Services.

8.6. *Additional Reports:* The Licensee shall, upon written request by the Issuing Authority, provide the Issuing Authority with a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.7. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests required by applicable law.

8.8. *Performance Evaluations:* The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 8.8 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or compel the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance:*

9.1.1. Licensee shall maintain in full force and effect, at its own cost and expense (including all deductibles) during the term of this License, the following insurance coverage:

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Town of Grafton Renewal License – 10/14/2018

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9.1.1.1. Commercial General Liability Insurance in the amount of ~~four~~ million dollars (\$1,000,000) combined single limit for property damage and bodily injury (including death). Such insurance shall cover the construction, operation, maintenance and removal of the Cable System, and the conduct of Licensee's Cable Service operations and business in the Town.

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9.1.1.2. Automobile Liability Insurance for owned, non-owned, hired and/or rented motor vehicles in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the State.

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9.1.1.4. Employers' Liability Insurance in the following amounts:
(A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; \$500,000 policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance ~~and~~ Automobile Liability Insurance required herein.

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9.1.1.6 The limits required above may be satisfied by a combination of primary and excess coverage. ¶

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9.1.3. Licensee shall not cancel any required insurance policy nor shall any insurance policy be cancelled without the Licensee submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this License.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State, with a B+ or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition or its successor.

9.1.5. Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.1.6. All insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contribution.

9.1.7. The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, substantially the same insurance with substantially the same amounts as required of Licensee herein.

9.1.8. Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee or its obligation to indemnify the Town pursuant to this License.

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9.1.9. Upon receipt of notice from its insurers, the Licensee shall provide the Issuing Authority with thirty (30) days prior written notice of cancellation.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, officers, boards, committees, employees and agents, (hereinafter referred to as the "Town" for purposes of this Section 9.2) against any and all claims, suits, causes of action, proceedings, and judgments, whether for damages or otherwise, arising out of or alleged to arise out of or from the installation, operation, or maintenance of the Cable System. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any portion of damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, or for any activity or function conducted by any Person other than Licensee, its officers, agents or employees, in connection with PEG Access or the Emergency Alert System.

9.2.2. The Town shall provide the Licensee with timely written notice of a claim or action for which it seeks indemnification under this Section 9.2; provided that in any event the Town shall provide the Licensee with such written notice within a period of time that allows the Licensee to take action to avoid entry of a default judgment and does not prejudice the Licensee's ability to defend the claim or action.

9.2.3. With respect to Licensee's indemnity obligations set forth in this Article 9, Licensee shall, at its own expense, provide the defense of any claims, suits, causes of action, or proceedings brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to applicable professional ethics laws and standards and the consent of the Town, which shall not unreasonably be withheld, delayed or conditioned. The Licensee shall, subject to the consent of the Issuing Authority as described herein, have the right to defend, settle or compromise any claim or action arising hereunder, so long as the settlement includes a full release of the Town with respect to the claim giving rise to Licensee's indemnification obligation. In the event that the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of the otherwise agreed upon settlement.

9.2.4. In the event that Licensee fails, after notice pursuant to Section 9.2.3, to undertake the Town's defense of any claims encompassed within this Section 9.2, then the Town may provide a second written notice to the Licensee. In the event that the Licensee fails to undertake the Town's defense within a reasonable time after receipt of said second notice, then Licensee's indemnification obligation under this Section 9.2 shall include the Town's costs of defending such claim, suit, cause of action or proceeding, including, but not limited to, reasonable attorneys' fees.

9.2.5. Neither the provisions of this Section 9.2, nor any damages recovered by the Town shall be construed to limit the liability of the Licensee or its subcontractors for damages under this License or to excuse the faithful performance of

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obligations required by this License, except to the extent that any monetary damages suffered by the Town have been satisfied by a financial recovery under this section or other provisions of this License.

10. PERFORMANCE BOND

10.1. Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Fifty Thousand Dollars (\$50,000) securing the performance of Licensee's obligations under this License. The Town may not attempt to collect under this bond unless thirty (30) days have passed since the Town provided the Licensee with written notice of its intent to collect under this bond. If within this thirty (30) day time frame, Licensee gives written notice it disputes entitlement to payments from Licensee for which it has refused to make payment, the parties shall promptly meet to attempt to resolve the dispute in good faith amongst themselves.

10.2. The performance bond shall be substantially in the same form as attached hereto as **Exhibit D**, however, notwithstanding any provision in **Exhibit D**, nothing shall permit the amount of the bond or any replacement bond to be less than the minimum amount required by Section 10.1 above. The Licensee shall not permit the performance bond to expire or approach less than thirty (30) days prior to expiration without securing and delivering to the Town a substitute, renewal or replacement bond in conformance with applicable law. The Licensee shall not materially change the terms of said bond without the prior written consent of the Issuing Authority. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under this License. Recourse by the Town of remedies available under this Section 10 shall not be exclusive of other lawful remedies available to the Town at law and equity.

10.3. There shall be recoverable by the Town from the principal and surety, any and all amounts due to the Town and any and all damages, losses, costs, and expenses incurred by the Town resulting from the failure of the Licensee to comply with the material provisions of this License, to comply with all orders, permits and directives of any Town agency or body having jurisdiction over its acts or defaults, to pay fees or penalties due to the Town, or to pay any claims, taxes or liens due to the Town. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other associated expenses, provided that the total of such losses, costs and expenses recovered from the bond shall not exceed the amount of Fifty Thousand Dollars (\$50,000).

11. TRANSFER OF LICENSE

11.1. *Town Approval Required:* Subject to Section 617 of the Communications Act (47 U.S.C. §537) and Sections 11.2 and 11.3 below, Licensee shall not Transfer this License, voluntarily or involuntarily, directly or indirectly, to any other Person, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld

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or delayed. Such consent shall be given only upon a written application therefore on forms prescribed by the Cable Division and/or the FCC.

11.2. No Consent Required For Transfers Securing Indebtedness: The Licensee shall not be required to file an application or obtain the consent or approval of the Town for a Transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License, the Licensee or Cable System in order to secure indebtedness. However, the Licensee shall notify the Town within thirty (30) business days if at any time there is a mortgage or security interest granted on substantially all of the assets of the Cable System. The submission of the Licensee's audited financial statements prepared for the Licensee's bondholders shall constitute such notice.

11.3. No Consent Required For Any Affiliate Transfers: Unless required by applicable federal or State law, the Licensee shall not be required to file an application or obtain the consent or approval of the Town for: any Transfer of an ownership or other interest in Licensee, the Cable System, or the Cable System assets to the parent of Licensee or to another Affiliate of Licensee; any Transfer of an interest in the License or the rights held by the Licensee under this License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.01). However, the Licensee shall notify the Town within thirty (30) business days if at any time a Transfer covered by this Section 11.3 occurs. The transferee of any Transfer covered by this Section 11.3 shall be legally qualified to hold, and shall be bound by the terms and conditions of, this License.

11.4. Transfer Procedures: Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and a copy of the application and FCC Form 394 requesting any such Transfer consent. Pursuant to 207 CMR 4.03, the consent of the Issuing Authority shall be given only after a public hearing to consider the written application for Transfer. The Issuing Authority shall have 120 days from the filing of a completed FCC Form 394 to take final action on it unless said 120 day period is extended by applicable law, including by mutual consent of the parties. After 120 days, the application shall be deemed approved, unless said 120 day period is extended pursuant to applicable law, including by mutual consent of the parties.

11.5. Non-Waiver: The consent or approval of the Issuing Authority to any Transfer shall not constitute a waiver or release of any rights of the Town under this License, whether arising before or after the date of said Transfer.

11.6. Transferee Subject to Terms and Conditions of License: In the event that this License is transferred, the transferee shall be subject to all of the terms and conditions contained in this License.

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12. RENEWAL OF LICENSE

The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act (47 U.S.C. § 546), and the applicable provision of the Massachusetts Cable Law.

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13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. Notice of Violation: If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

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13.2. Licensee's Right to Cure or Respond: The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance as soon as reasonably possible and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed, all of which shall be to the reasonable satisfaction of the Issuing Authority. If the Licensee believes it has cured the subject non-compliance, it shall provide written notice of such to the Issuing Authority. The Issuing Authority shall provide the Licensee with a written response as to whether such cure has been effected.

13.3. Public Hearing: In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by Section 13.2 above, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, and if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee with the following minimum written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard: (i) for a hearing for which the Issuing Authority states in the written notice that that revocation of the License shall not be a possible consequence – thirty (30) days written notice, and (ii) for a hearing for which the Issuing Authority does not state in the written notice that that revocation of the License shall not be a possible consequence – forty-five (45) days written notice.

13.4. Enforcement: Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

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13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

13.4.2. Commence an action at law for monetary damages or seek other equitable relief;

13.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 10 above.

13.4.4. In the case of a substantial noncompliance of a material provision of this License, revoke this License in accordance with Section 13.5; and/or

13.4.5. Invoke any other lawful remedy available to the Town.

13.5. *Revocation Hearing:*

13.5.1. At the designated public hearing in which revocation is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. Unless otherwise agreed to by the parties, a complete verbatim record and transcript shall be made by the Issuing Authority of such hearing with the cost shared by the parties.

13.5.2. Following the public hearing where revocation is a possible consequence, the Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, in the reasonable discretion of the Issuing Authority, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. In accordance with applicable law, Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo* if permitted by applicable law. Licensee shall be entitled to such relief as the Cable Division or court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

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14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties:* In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

14.2. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision herein that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.4. *Captions and Headings:* The captions and headings to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of the License. Such captions and headings shall not affect the meaning or interpretation of the License.

14.5. *Exhibits:* The Exhibits to this License attached hereto, and all portions thereof, are, except as otherwise specified in such Exhibits, incorporated herein by reference and expressly made a part of this License. The procedures for approval of any subsequent amendment or modification to said Exhibits shall be the same as those applicable to any amendment or modification hereof, except as specified in such Exhibit or elsewhere in this License.

14.6. *Recitals:* The recitals set forth in this License are incorporated into the body of this License as if they had been originally set forth herein.

14.7. *Equal Employment Opportunity:* The Licensee shall adhere to applicable Equal Employment Opportunity regulations of the FCC and to all federal, State and local laws pertaining to discrimination, equal employment opportunity and affirmative action that are applicable to the Licensee.

14.8. *Force Majeure:* The Licensee shall not be held in default under, or in noncompliance with, the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused by a Force Majeure, provided that the Licensee takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of the Licensee's employees or property, or the health or safety of the Town

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or the public, or their property. In the event that any such delay in performance or failure to perform affects only part of the Licensee's capacity to perform, the Licensee shall perform to the maximum extent it is able to do so in as expeditious a manner as possible under the circumstances.

14.9. *Acts or Omissions of Affiliates:* During the term of this License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's installation, maintenance or operation of the Cable System pursuant to this License.

14.10. *Warranties:* The Licensee represents and warrants to the Issuing Authority that, as of the Effective Date:

14.9.1. The Licensee is duly organized, validly existing and in good standing under the laws of its incorporation and is authorized to do business in the State;

14.9.2. The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and other corporate authority to enter into and legally bind the Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;

14.9.3. This License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law; and

14.9.4. There is no action or proceedings pending against the Licensee that would reasonably interfere with its performance of this License.

14.11. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town or Issuing Authority required under this License. Said electronic transfer must be in the form, including necessary explanatory information and documentation, and to the account, all as reasonably required by the Town or Issuing Authority.

14.12. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be forwarded in one of the following ways: (i) hand delivered (signature required), (ii) sent by express mail (signature required) or (iii) by certified mail/return receipt requested to, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Donna C. Cupelo, Region Vice President

Town of Grafton Renewal License – 10/14/2018

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with a copy to:

Verizon Legal Department
140 West Street, 6th Floor
New York NY 10007
Attention: Monica Azare, Vice President and
Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

Town of Grafton
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

Cable Oversight Committee
Town of Grafton
Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

14.13. *Entire Agreement*: This License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and it supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

14.14. *Amendments*: Amendments or modifications to this License shall be mutually agreed to in writing by the parties.

14.15. *Severability*: If any section, subsection, sentence, paragraph, term or provision hereof is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.16. *No Third Party Beneficiary*: Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.17. *No Recourse Against Issuing Authority*: Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. §555a(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents, other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a

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decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License.

14.18. *Town's Right of Intervention:* The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this License, or any provision in this License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

14.19. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, or denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, or denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this License.

14.20. *Interpretation:* The Town and Licensee each acknowledge that it has received independent legal advice in entering into this License. In the event that a dispute arises over the meaning or application of any term(s) of this License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the License.

14.21. *Jurisdiction:* Except as otherwise set forth in this License, exclusive jurisdiction and venue over any dispute arising out of this License shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute. This provision is not intended to limit the right of either party to remove a matter to Federal or State court in Massachusetts as permitted by law.

[SIGNATURE PAGE FOLLOWS]

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AGREED TO THIS ____ DAY OF _____ 2018.

TOWN OF GRAFTON
By its Board of Selectmen:

Sargon Hanna, Chair

Craig Dauphanais

Edward Prishy

Bruce W. Spinney III

Jennifer Thomas

Approved as to legal form:

William H. Solomon
Special Cable Counsel

VERIZON NEW ENGLAND INC.

By:

Donna C. Cupelo,
Region Vice President

Approved as to Form:

Law Department

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EXHIBITS

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE
SERVICE

EXHIBIT B – PEG ACCESS CHANNEL LOCATION

EXHIBIT C – CUSTOMER SERVICE STANDARDS

EXHIBIT D – PERFORMANCE BOND

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EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

	Municipal Center	30 Providence Road	
	Senior Center	30 Providence Road	Formatted: Font: Bold
	Police Headquarters	28 Providence Road	Formatted: Font: Bold
	Fire Headquarters	26 Upton Road	Formatted: Font: Bold
	Fire Dept. – Station 2	2 Mill Street	Formatted: Font: Bold
	Fire Dept. – Station 3	92 Main Street	Formatted: Font: Bold
	Department of Public Works	27 Upton Road	Formatted: Font: Bold
	Public School Administration Bldg.	30 Providence Road	Formatted: Font: Bold
	Senior High School	24 Providence Road	Formatted: Font: Bold
	Middle High School	60 North Street	Formatted: Font: Bold
	Elementary School	105 Millbury Street	Formatted: Font: Bold
	North Grafton Elementary	30 Providence Road	Formatted: Font: Bold
	South Grafton Elementary	90 Main Street	Formatted: Font: Bold
	Grafton Center Library	35 Grafton Common	Formatted: Font: Bold
	North Grafton Library	8 Prentice Street	Formatted: Font: Bold
	South Grafton Library	71 Main Street	Formatted: Font: Bold
	Grafton Cable Access Studio	296 Providence Road*	Formatted: Font: Bold
	Waste Water Treatment Plant	9 Depot Street	Formatted: Font: Bold
	North Grafton Housing Authority	10 Maxwell Drive	Formatted: Font: Bold

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	Grafton Housing Authority	Forrest Lane	Formatted: Font: Bold
	South Grafton Community House	Main Street	Formatted: Font: Bold
	Grafton Water District	44 Millbury Street	Formatted: Font: Bold
	South Grafton Water District	8 Main Street	

- * Current location of PEG Access studio. Cable Service to be provided to and activated at the new studio at the Municipal Center, when the studio is constructed and operating.

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EXHIBIT B
PEG ACCESS CHANNELS

Channel 32 Educational
Channel 33 Government
Channel 34 Public (Community)

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EXHIBIT C

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Licensee to the extent it is providing Cable Services over the Cable System in the Town. The Licensee shall comply with the billing and termination of service provisions set forth in 207 CMR 10.00, as amended, which shall supersede any conflicting provisions set forth in this Exhibit C.

DEFINITIONS

A. **Respond:** Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. **Service Call:** The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

C. **Significant Outage:** A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

D. **Standard Installation:** Installations where the Subscriber is within two hundred fifty (250) feet of trunk or feeder lines.

SECTION 1: TELEPHONE AVAILABILITY

A. The Licensee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Town and/or residents regarding Cable Service. Licensee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to answer questions related to Cable Services in the Service Area must be available to respond to customer telephone inquiries during Normal Business Hours and receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and all other inquiries at least forty-five (45) hours per week. Licensee representatives shall identify themselves by name when answering this number. Subject to the above provisions, after Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.

B. The Licensee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local

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Deleted: The Licensee shall have a location convenient to the Town that shall be open during Normal Business Hours and accessible to Subscribers to make bill payments. For Subscriber equipment pick-up, the Licensee shall provide for one or more of the following methods: (i) setting a specific appointment time or four (4) hour time period during Normal Business Hours, during which Licensee's representative(s) shall visit the Subscriber's premises to pick-up or exchange Subscriber equipment, (ii) using a mailer, or (iii) establishing a reasonably convenient location for the pick-up and exchange of Subscriber equipment. ¶

SECTION 2: TELEPHONE AVAILABILITY ¶

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telephone company or companies serving the Service Area, beginning with the next publication cycle after the Effective Date of this Licensee.

C. Licensee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU shall forward the call to a queue for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Licensee shall be answered within thirty (30) seconds. The Licensee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Licensee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon written request from the Town, but in no event more than twice annually, the Licensee shall report to the Town the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 1.D.

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(2) Percentage of time customers received busy signal when calling the Verizon service center as set forth in Subsection 1.E.

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Subject to consumer privacy requirements, underlying activity shall be made available to the Town for review upon reasonable request.

G. The measurements and reporting above may be based on either calendar or accounting quarters at the Licensee's option.

SECTION 2: INSTALLATIONS AND SERVICE APPOINTMENTS

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A. All installations shall be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Licensee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

The Licensee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

C. The Licensee shall provide the Town with a report upon written request from the Town, but in no event more than twice annually, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to consumer privacy requirements, underlying activity shall be made available to the Town for review upon reasonable request.

The measurements and reporting of above may be based on either calendar or accounting quarters at the Licensee's option.

D. The Licensee shall offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Licensee's discretion, the Licensee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

SECTION 3: SERVICE INTERRUPTIONS AND OUTAGES

A. The Licensee shall promptly notify the Town of any Significant Outage of the Cable Service.

B. The Licensee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Licensee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected

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Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage.

C. Licensee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Licensee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area.

(2) The Licensee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

E. Under Normal Operating Conditions, the Licensee shall complete Service Calls within seventy-two (72) hours of the time Licensee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. The Licensee shall meet the standard in Subsection E of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. The Licensee shall provide the Town with a report upon written request from the Town, but in no event more than twice annually, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity shall be made available to the Town for review upon reasonable request. The above measurements and reporting may be based on either calendar or accounting quarters at the Licensee's option.

H. Under Normal Operating Conditions, the Licensee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of twenty-four (24) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Licensee to verify the problem if requested by the Licensee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Licensee

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shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Licensee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

J. With respect to service issues concerning Cable Services provided to Town facilities, Licensee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions. If such repairs cannot be completed within twenty-four (24) hours, the Licensee shall notify the Town in writing as to the reason(s) for the delay and provide an estimated time of repair.

K. Licensee may provide all notices identified in this Section electronically or on-screen.

SECTION 4: SUBSCRIBER COMPLAINTS

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Under Normal Operating Conditions, the Licensee shall investigate Subscriber complaints referred by the Town within seventy-two (72) hours. The Licensee shall notify the Town of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Town may require reasonable documentation to be provided by the Licensee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Licensee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

SECTION 5: BILLING

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A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. In accordance with applicable law(s) and regulations, the Licensee shall, without limitation as to additional line items, be allowed to itemize as separate line items, License fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Licensee shall be given at least five (5) days from the date statements are mailed to the Subscriber until the payment due date.

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C. A specific due date shall be listed on the bill of every Subscriber.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Licensee within thirty (30) days after the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

E. The Licensee shall notify the Subscriber of the result of its investigation of any complaint and shall give an explanation for its decision within thirty (30) business days after the receipt of the complaint. The Subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days. Any Subscriber who disagrees with the results of Licensee's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under this License or through the Issuing Authority before the Cable Division may accept a petition. The Subscriber or Licensee may petition the Cable Division to resolve disputed matters within 30 days of any final action.

F. The Licensee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Town upon request.

G. The Licensee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Licensee may in the future, at its' discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Licensee, the payment alternative may be limited.

SECTION 6: DEPOSITS, REFUNDS AND CREDITS

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A. The Licensee may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, 2) who refuse to provide credit history information to the Licensee, or 3) who rent Subscriber equipment from the Licensee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Licensee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Licensee may charge for Subscriber equipment is the cost of the equipment which the Licensee would need to purchase to replace the equipment rented to the Subscriber.

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B. The Licensee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year, provided the Subscriber has demonstrated good payment history during this period.

C. Under Normal Operating Conditions, refund checks shall be issued within the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment).

D. Credits for Cable Service shall be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Licensee or its' authorized agent. Appropriate time considerations shall be included in the Licensee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 7: RATES, FEES AND CHARGES

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A. The Licensee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Licensee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Licensee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Licensee's equipment (for example, a dog chew).

B. The Licensee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

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SECTION 8: DISCONNECTION /DENIAL OF SERVICE

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A. The Licensee shall not terminate Cable Service for nonpayment of a delinquent account unless the Licensee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice of termination shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service

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was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for cable service shall be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by the Licensee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Licensee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Licensee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Licensee and to receive Cable Service from another entity.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

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A. All Licensee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Licensee shall make reasonable effort to account for all identification cards at all times. In addition, all Licensee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Licensee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Licensee vehicles shall have the Licensee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Licensee shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Licensee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Licensee shall be conducted in a courteous manner.

C. The Licensee shall notify Subscribers annually that any complaints or inquiries not satisfactorily handled by the Licensee may be referred to the Town.

D. All notices identified in this Section shall be by either:

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(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber;

(2) A separate electronic notification;

(3) A separate on-screen notification; or

(4) Any other reasonable written means.

E. The Licensee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Licensee, and the Licensee shall provide a copy of the notice to the Town including how and where the notice was given to Subscribers.

F. The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Licensee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the Town, but with a notice advising the Subscriber to initially contact the Licensee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

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(8) Licensee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Licensee's office to which complaints may be reported.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

H. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

I. The Licensee shall comply with all applicable federal and State laws relating to Subscriber privacy, including the provisions of Section 631 of the Communications Act (47 U.S.C. §551).

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EXHIBIT D

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligor), in the full and just sum of _____ Dollars (\$_____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligor have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligor has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligor shall deliver to Surety a written statement of the details of such default within 30 days after the Obligor shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligor not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligor.

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3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligor recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligor by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this ____ day of ____, 2018.

Principal

Surety

By: _____

By: _____
_____, Attorney-in-Fact

Accepted by Obligor: _____
(Signature & date above - Print Name, Title below)

Town of Grafton Renewal License - 10/14/2018

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SCHEDULE 1 (C) – DPW ADVISORY COMMITTEE “Touch Base Meetings”

As part of the Boards request to meet with Boards and Committees, the DPW Advisory Committee will be coming in to give an overview of what they have been working on and what they expect to be working on in the near future. Discussions will also include:

Review/Assess Road Rehabilitation Program

Next 5 Year Plan for Road Rehabilitation Program (2019-2023)

#2 RESIGNATIONS

A) Donna Girouard, Grafton Historical Commission

MOTION: I move the board vote to accept the resignation of Donna Girouard from the Grafton Historical Commission and send a letter of thanks.

B) Caroline Prout, Election Worker

MOTION: I move the board vote to accept the resignation of Caroline Prout and send a letter of thanks.

C) Adam Jasmine, DPW Heavy Truck / Equipment Operator

MOTION: I move the board vote to accept the resignation of Adam Jasmine as a DPW Heavy Truck/Equipment Operator and send a letter of thanks.

Donna M. Girouard
177 Pleasant Street
South Grafton, MA 01560

October 1, 2018



Board of Selectmen
Town of Grafton
30 Providence Road
Grafton, MA 01560

RE: Historical Commission

Dear Board of Selectmen:

Please accept this letter as my intention to resign from my position on the Grafton Historical Commission effective October 10, 2018.

Grafton is a Town with an amazing history and I feel that it is extremely important to preserve and pass along the history for future generations. I have no doubt that the Commission will continue to do just that.

Thank you for the opportunity to have served on the Historical Commission.

Very truly yours,

Donna M. Girouard

Rec'd via Email

9-20-18

Dear Kandy Lavallee,

Effective today - please accept my
Reservation effective today, 9-20-18, as
a election worker.

Sincerely,
Caroline Prout

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✓
Adam Jasmin
119 Prentice Rd
Whitinsville, MA 01588
774-276-0166

September 20, 2018

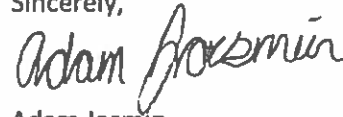
Kevin Gallagher
Grafton High Department
27 Upton St
Grafton, MA 01519

Dear Kevin and others whom it may concern:

Please accept this letter as a formal notice that I am resigning from the position of Heavy Truck/Equipment Operator. I have accepted a new position with another company. My last day of employment will be October 4, 2018, which provides a two week notice. We have discussed other arrangements and my last day will be September 21, 2018.

I appreciate the opportunities that you have given me over the time of me being here. I wish you guys the best and hope to maintain a professional and friendly relationship.

Sincerely,



Adam Jasmin

#3 (A) APPOINTMENTS – BOARD OF SELECTMEN (A)

- A)** Katie Brown submitted a request to be appointed to the Grafton Cultural Council. Her request was given to the Meta Mitchell, Chairman to review. Meta spoke on the telephone with Katie supports the appointment of Katie Brown.

MOTION (A)

I move the Board vote to appointment Katie Brown as a member of the Grafton Cultural Council for a three year term.



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: September 26, 2018

Name: Katie Brown

Home Address: 28 Follette St
GRAFTON, MA 01519

Mailing Address:

Phone Number(s): (407)867-2238 - Cell

Email Address: Katebrown83@gmail.com

Current Occupation/Employer:

Narrative:

Board(s) / Committee(s): ☒ CULTURAL COUNCIL
☐ HASSANAMESIT WOODS SUBCOMMITTEE
☐ HISTORIC DISTRICT COMMISSION
☐ LIBRARY PLANNING & BUILDING COMMITTEE

Cultural Council
Appointment

Cindy Ide

From: mary mitchell
Sent: Tuesday, October 02, 2018 5:35 PM
To: 'Cindy Ide'
Subject: RE: New Citizen Activity Form Submitted

Hi Cindy

Great, I spoke to Katie and she is an excellent candidate so please go ahead. Meanwhile one of our members has moved out of Grafton. So if anyone is interesting in joining the committee I am interested! I would welcome applications even from grant recipients as they can always recuse themselves for that discussion.

Thanks

Meta

-----Original Message-----

From: Cindy Ide [<mailto:idec@graffton-ma.gov>]
Sent: Monday, October 1, 2018 10:06 AM
To: mary mitchell <metamitchell@gmail.com>
Subject: FW: New Citizen Activity Form Submitted

Would you like to reach out to Katie and see if she'd be interested in serving on the Cultural Council?

If she says yes and I know before Wednesday evening, I can put her appointment on the agenda for Oct 9th.

Cindy

-----Original Message-----

From: VTS_BoardCommitteeApp
[mailto:VTS_BoardCommitteeApp@virtualtownhall.net]
Sent: Wednesday, September 26, 2018 11:34 AM
Subject: New Citizen Activity Form Submitted

A new Citizen Activity form was submitted on Sep 26, 2018 with the following information:

Name: Katie Brown
Home Address: 28 Follette St
GRAFTON, MA 01519
Mail Address:
Phone Number(2): [(407)867-2238 (C)]
Email Address: Katebrown83@gmail.com
Current Occupation:
Narrative:

Interested Boards/Committees:

___ CULTURAL COUNCIL
___ HASSANAMESIT WOODS SUBCOMMITTEE
___ HISTORIC DISTRICT COMMISSION

#3(B) APPOINTMENTS – BOARD OF SELECTMEN

- B)** Town Clerk Kandy Lavallee has submitted a request for the appointment of Andrew Whisenant as an Election Worker.

MOTION (B)

I move the Board vote to appoint Andrew Whisenant (Wiz Nant) as an Election Worker.



TOWN CLERK

Kandy L. Lavallee
Town Clerk

TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD
GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext. 1195
www.grafton-ma.gov
email: clerks@grafton-ma.gov

Sargon Hanna
Board of Selectmen Chair
30 Providence Road
Grafton, MA 01519

Dear Mr. Hanna,

I would like to recommend the appointment of the following individual as an Election Worker for the Town of Grafton:

Andrew Whisenant
17 Jay Street
North Grafton, MA 01536

Thank you,

Kandy L. Lavallee
Town Clerk



#3 (A) APPOINTMENTS – TOWN ADMINISTRATOR

Patrick O'Connell submitted a request to be appointed to the DPW Advisory Committee. There is one seat open at this time. The vacancy is continually posted in the local newspaper and on the Town's Web site. The Town Administrator reached out to Mr. O'Connell and his letter of interest was vetted through John Bechard.

MOTION (A)

I move the Board vote to appoint Patrick O'Connell to the DPW Advisory Committee.



Grafton, MA

30 Providence Road

Phone: 508-839-5335

Citizen Activity Form

Good Government Starts with You

Date Submitted: September 24, 2018

Name: Patrick O'Connell

Home Address: 6 Cheryl drive
GRAFTON, MA 01519

Mailing Address:

Phone Number(s): (774)293-0694 - Cell

Email Address:

Current Occupation/Employer: Town of grafton

Narrative: 40+ year resident, former member of the finance committee, interested in helping Grafton's public works department going forward.

Board(s) / Committee(s): DPW ADVISORY COMMITTEE

called 10/3/18
Lum.

#4 (a) NEW BUSINESS (A) COMMON VICTUALLER

Sean Padgett – The Grafton Town House LLC has submitted an application for a common victualler license at One Grafton Common, Unit 018.

MOTION

I move the Board vote to issue a Common Victualler license to The Grafton Town House LLC.



COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

APPLICATION FOR LICENSE

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: (FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

THE GRAFTON TOWN HOUSE LLC (SEAN PADGETT)

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

Date(s) for one day events

ONE GRAFTON COMMON
Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by (X), for which the fee is enclosed.

- | | |
|--|-----------------------------------|
| () Garage Class _____ (\$100) | () Music/entertainment (\$10) |
| () Hawkers/Peddler (\$25.00) | (X) Common Victualers (\$25) |
| () Pool Room, 1 table(s) at (\$25) each | () Inn holders (\$25) |
| () Bowling, _____ alleys at (\$25) each | () One Day Beer & Wine (\$25) ** |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: THE GRAFTON TOWN HOUSE LLC

License Holders Name/Title: SEAN PADGETT (100% MEMBER) KERRI PADGETT (MANAGER)

Business Address: ONE GRAFTON COMMON UNIT 018

Residential Address: _____

Phone Number & Email Address: 617-320-3148 (CELL) 508-433-6999 (LAND LINE)

PLEASE COMPLETE THE REVERSE SIDE
Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

THE GRAFTON TOWNHOUSE LLC / SEAN PADGETT
(Print) Name (of individual or Corporation as applicable)

ONE GRAFTON COMMON'
Street Address

GRAFTON MA 01519
City/Town State Zip Code

Sean Padgett 100% MEMBER
* Signature of Individual or Corporate Name (mandatory) Re: Corporate Officer (mandatory, if applicable)

Social Security Number (voluntary) or Federal Identification Number 83-0917926

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 9.19.18

#4 (b) NEW BUSINESS – ONE DAY BEER & WINE LICENSE

The Cummings School of Veterinary Medicine at Tufts University submitted application for several one day beer and wine license for upcoming campus events. Per the ABCC there is a limit of 30 one day licenses per calendar year and the Board has approved 20 to date.

Oct 14th Accreditation Site Team Opening Reception

Nov. 17th Alpha Psi Fall Fest

Nov 30th Cummings Gather Social

Dec 7th Retirement Function

June 20, 2019 Resident Research Day

June 25, 2019 Resident/Intern Graduation Event

Tips Certificates are on file

MOTION:

I move the board vote to approve One Day Beer and Wine Licenses for the Cummings School of Veterinary Medicine at Tufts University on the following dates:

October 14, 2018

November 17, 2018

November 30, 2018

December 7, 2018

June 20, 2019

June 25, 2018

Note: All Cummings events that include beer and wine require a TIPS-certified bartender and a university police detail officer in attendance.

Accreditation Site Team Opening Reception

10/14/18

This event will be part of the Cummings School of Veterinary Medicine's site team accreditation visit, which will take place from 10/14/18-1/18/18. It will be an opening reception at the school (including administration, students, faculty staff), involving an overview of process and introduction to team members, poster session for specific college programs and student research, and a tour of the Campus Center. It will be an informal opportunity for the school community to interact with the site team.

Alpha Psi Fall Fest

11/17/18

Taking place on Parents and Family Day, Alpha Psi will host activities and provide food and beverages to celebrate fall in New England. All members of the Cummings Community will be welcomed, along with students' family members.

Cummings Gather Social

11/30/18

This social event will bring students, faculty, and staff together to socialize before final exams begin. Alumni will be invited so students can network and learn about opportunities in the field of veterinary medicine.

Cummings School of Veterinary Medicine
Company Name: at Tufts University

DATE: 9/25/18

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

10-14-18
Date(s) of Function

Varris Campus Ctr., Cummings School
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|--|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | <input checked="" type="checkbox"/> One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Name: _____

Manufacturer: _____

Business Name: Cummings School of Veterinary Medicine at Tufts University
License in name of: Susan Pasquale
Title: Director of Faculty Affairs & Administrative Services
Business Address: 200 Westboro Rd
N. Grafton, MA 01536
Phone No.: 508-887-4743
Residence: N/A

Phone No. N/A

Signature of Applicant: [Signature]

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
% Cummings School of Veterinary Medicine- Dean's Office

(Print) Name (of individual or Corporation as applicable)

200 Westboro Rd.

Street Address

N. Grafton MA 01536

City/Town

State

Zip Code

Joseph M. Mearns

Signature of Individual or
Corporate Name (mandatory)

Exec. Assoc. Dean

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

** Social Security No. (voluntary) or
Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 9-25-18

This event will be part of the Cummings School of Veterinary Medicine's site team accreditation visit, which will take place from 10/14/18-1/18/18. It will be an opening reception at the school for (administration, students, faculty staff), including an overview of process and introduction to team members, poster session for specific college programs or student research, and a tour of the Campus Center. It will be an informal opportunity for school community to interact with the site team; poster presentations.

Next Scheduled Meetings of the Selection

Alpha Psi Fall Fest

DATE: 9/26/18

Cummings Veterinary School at Tufts University
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

11/17/18
Date(s) of Function

Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean, Student Affairs

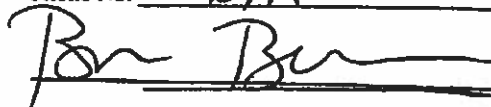
Business Address: 200 Westboro Road
North Grafton, MA 01536

Phone No.: 508 887-4725

Residence: N/A

Phone No. N/A

Signature of Applicant:



PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
c/o Cummings School of Veterinary Medicine - Deans Office
(Print) Name (of individual or Corporation as applicable)

200 Westboro Road
Street Address

No. Grafton, MA 01536
City/Town State Zip Code

Joseph M. Marra Exec. Assoc. Dean
• Signature of Individual or Corporate Name (mandatory) Re: Corporate Officer (mandatory, if applicable)

FEIN: 042103634

- Social Security No. (voluntary) or Federal Identification Number
- This license will not be issued unless this certification clause is signed by the applicant.
- Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 4/25/18

Next Scheduled Meetings of the Selectmen

Cummings Gather Social

DATE: 9/26/18

Cummings Veterinary School at Tufts
Company Name: University

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

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SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

11/30/18
Date(s) of Function

Elms Cafe, Campus Center
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Cummings Student Affairs Office

License in name of: Barbara Berman

Title: Assistant Dean, Student Affairs

Business Address: 200 Westboro Road
North Grafton, MA 01536

Phone No.: 508 887-4725

Residence: N/A

Phone No. N/A

Signature of Applicant:

Bon Bon

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College
46 Cummings School of Veterinary Medicine - Dean's Office
(Print) Name (of individual or Corporation as applicable)

200 Westboro Road
Street Address

No. Grafton, MA 01536
City/Town State Zip Code

Joseph M. Mauer Exec. Assoc. Dean
Signature of Individual or Corporate Name (mandatory) Re: Corporate Officer (mandatory, if applicable)

FEIN: 042103634

** Social Security No. (voluntary) or Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62a, 49A.

Date: 9/25/18

Next Scheduled Meetings of the Selectmen

September 25, 2018

pl

Application for and/or renewal of Town Licenses. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

-
- (1) Friday, December 7, 2018 Retirement function (J. Ebert), 3:30-6:00 p.m. Elms Café
- (2) Thursday, June 20, 2019 Resident Research Da), 3:30-7:30 p.m. Varis Lecture Hall and Bumpus Lobby
- (3) Tuesday, June 25, 2019 (Resid/Intern Graduation event), 3:30-8:00 p.m. Varis Lecture Hall and Bumpus Lobby

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal (X) / Original () license as indicated by (), for which the fee is enclosed.

- | | |
|--|---|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) x 3 events |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Cummings, Dept. of Clinical Sciences
License in name of: Lori Muhr

Name: _____

Title: Admin. Assistant, Department of Clinical Sciences

Manufacturer: _____

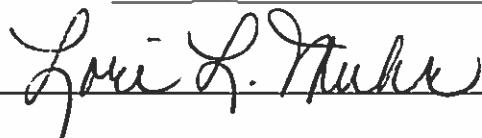
Business Address: Department of Clinical Sciences
Cummings School of Veterinary Medicine at Tufts University
200 Westboro Road
North Grafton, MA 01536-1895

Phone No.: 508-887-4638 Email: lori.muhr@tufts.edu

Residence: _____ N/A _____

Phone No. _____ N/A _____

Signature of Applicant:



PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Trustees of Tufts College, c/o Cummings School of Veterinary Medicine Dean's Office

(Print) Name (of individual or Corporation as applicable)

200 Westboro Road

Street Address

North Grafton

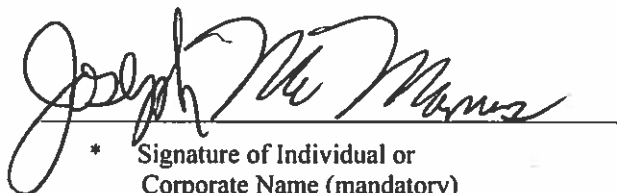
MA

01536

City/Town

State

Zip Code


* Signature of Individual or
Corporate Name (mandatory)

Executive Associate Dean

Re: Corporate Officer
(mandatory, if applicable)

FEIN: 042103634

** Social Security No. (voluntary) or
Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 9/25/2018



eTIPS On Premise 2.0

Legend:

UHF:

10/18/2015

4106924

12:01

XXX-XX-XXXX

10/18/2018

XX/XX/XXXX

Thomas Houghton
249 County Rd
Haverhill, MA 01830-1140

For service visit us online at www.gettips.com

Cindy Ide

From: Muhr, Lori
Sent: Tuesday, October 02, 2018 6:46 PM
To: Cindy Ide
Subject: RE: One Day Licenses, Grafton

Hi Cindy,

Thank you for your message. The three event descriptions are as follows:

1. Retirement Party for Department Manager Jennifer Ebert-

This will take place in the small campus café from 3:00-5:00 PM. There will be appetizers, a cake and wine available, served by a TIPS licensed bartender. Approximately 50 people will attend. Police detail is scheduled.

2. Resident Research Day-

This takes place from 3:30-7:30 PM in Varis Lecture Hall and Lobby. Residents present their research posters, and give podium presentations on their research. Food is catered for folks to enjoy as they view the research posters. Wine and beer will be served by a TIPS licensed bartender. Approximately 50 people will attend. Police detail is scheduled.

3. Resident and Intern Graduation-

This takes place from 4:00-7:30 PM in Varis Lecture Hall and Lobby. Residents and Interns are recognized for completing their programs. Videos are presented. Folks enjoy a catered buffet as they view the program. Wine and beer will be served by a TIPS licensed bartender during the reception. Approximately 100 people will attend. Police detail is scheduled.

Barbara will not be representing our applications, but I'm sure she can answer any questions you might have. I was told we don't have to attend, and these events are repeats of previous approved events. If I don't have to attend, I would prefer to pass on this. However, if you think it is necessary, I will arrange to be there.

Thank you very much for your help!

Regards,

Lori

*Lori Muhr
Administrative Assistant
Department of Clinical Sciences
Cummings School of Veterinary Medicine
at Tufts University
200 Westboro Road
North Grafton, MA 01536
Telephone: 508-887-4638
Fax: 508-839-7922*



From: Cindy Ide <idec@graffton-ma.gov>
Sent: Tuesday, October 2, 2018 4:40 PM

#4 (C) NEW BUSINESS – ONE DAY BEER & WINE LICENSE

Stephanie Collins of the Community Harvest Project has submitted application for a One Day Beer and Wine License for their Harvest Home Festival and 5K Trail Run. This is an annual fundraiser for the Community Harvest Project. Tips Training Certificates are on file.

MOTION:

I move the Board Vote to approve a One Day Beer and Wine License for the Community Harvest Project on Sunday, November 4, 2018.



COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

APPLICATION FOR LICENSE

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto: (FULL NAME OF PERSON, FIRM OR CORPORATION MAKING APPLICATION):

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

11/4/18
Date(s) for one day events

37 Wheeler Rd, N Grafton
Location

To the Honorable Board of Selectmen; Town of Grafton, Massachusetts

I hereby respectfully submit an application(s) for a license as indicated by (X), for which the fee is enclosed.

- | | |
|---|--|
| <input type="checkbox"/> Garage Class _____ (\$100) | <input checked="" type="checkbox"/> Music (\$10) |
| <input type="checkbox"/> Hawkers/Peddler (\$25.00) | <input type="checkbox"/> Common Victuallers (\$25) |
| <input type="checkbox"/> Pool Room, 1 table(s) at (\$25) each | <input type="checkbox"/> Innholders (\$25) |
| <input type="checkbox"/> Bowling, _____ alleys at (\$25) each | <input checked="" type="checkbox"/> One Day Beer & Wine (\$25) |
| <input type="checkbox"/> Auctioneer (\$25) | <input type="checkbox"/> One Day All Alcoholic (\$25) |
| <input type="checkbox"/> One Day Auctioneer (\$10) | <input type="checkbox"/> Second Hand Articles (\$40) |
| <input type="checkbox"/> Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Community Harvest Project

License Holders Name/Title: _____

Business Address: 37 Wheeler Road N. Grafton

Residential Address: _____

Phone Number & Email Address: 774-545-5409 / stephanie@community-harvest.org

PLEASE COMPLETE THE REVERSE SIDE
Incomplete applications will not be processed

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Community Harvest Project

(Print) Name (of individual or Corporation as applicable)

37 Wheeler Road

Street Address

N. Cerafton

Ma

01536

City/Town

State

Zip Code



* Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

01-3424018

Social Security No. (voluntary) or
Federal Identification Number

This license will not be issued unless this certification clause is signed by the applicant.

Your Social Security/Fed ID number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 10/1/18



Harvest Home

FESTIVAL & 5K

Join Community Harvest Project for our annual Harvest Home Festival & 5K fundraiser to celebrate our 2018 season!

SUNDAY, NOVEMBER 4

5K Trail Run | 10:30 AM
Festival | 11AM - 3PM
37 Wheeler Road, North Grafton

A FUNDRAISER FOR
COMMUNITY HARVEST PROJECT

5K Trail Run | Live Music | Food Trucks | Local Beer | Hay Wagon Rides
Pumpkin Catapults | Apple Cannons | Kids Crafts | Bounce Houses | Bake Sale | Raffle

www.community-harvest.org/events



Harvest Home

FESTIVAL & 5K

5K 10:30 AM

(registration begins at 9AM)

All 5K participants receive free admission to the Harvest Home Festival!

FESTIVAL 11AM - 3PM

\$10 admission

5K participants and 5 & under free (\$30 family cap)

Sunday Rain or Shine
ALL KIDS ACTIVITIES FREE

GENEROUSLY SPONSORED BY



Atchue Opticians Clifford Reno & Sons Fidelity Bank Gaudette Insurance

J.F. Cove Insurance Agency J.J. Bafaro Inc. Lampin Corporation

Leominster Credit Union Marathon Sports Milford Federal Savings & Loan National Grid

People's United Bank Pyne Sand & Stone Co. Reliant Medical Group Savers Bank

Slideways Inc. TD Bank

Community Harvest Project, a 501(c)3 organization, is dedicated to improving access to fresh fruits and vegetables for those who need them most. Our mission is to create healthy communities through volunteer farming and nutrition education.

37 Wheeler Road, North Grafton, MA 01536
www.community-harvest.org/events

#4 (d) NEW BUSINESS – SIGN CONTRACT PARKER ENVIRONMENTAL

The Board will be asked to sign a contract with Parker Environmental for the Limited Subsurface Site Assessment at the DPW Garage, 27 Upton Street. This will identify potential environmental impacts associated with potential property sale or redevelopment. Funds (10K) were approved at the October 2017 Town Meeting the remaining balance will be taken from the Technical and Professional line of the Town Administrator's budget.

MOTION:

I move the Board Vote to authorize the Town Administrator to sign the Limited Subsurface Site Assessment contract with Parker Environmental.

Parker Environmental Corporation
Creative Solutions for a Complicated Environment

September 07, 2018

Tim McInerney
Town Administrator
Town of Grafton
30 Providence Road
Grafton, MA

RE: Limited Subsurface Site Assessment
Grafton Department of Public Works Garage
27 Upton Street
Grafton, MA

Dear Mr. McInerney:

Per your request, Parker Environmental Corporation (PEC) is pleased to provide you with a proposal to perform a Limited Subsurface Investigation that will allow for evaluating subsurface conditions at the above referenced property for the purpose of identifying potential environmental impact associated with potential property sale or redevelopment.

This Scope of Work and cost estimate consists of preparation of a report in general conformance with "ASTM E1537-13 Standard Practice for Environmental Site Assessments: Phase I Site Assessment Process", and "ASTM E1903-11 Standard Practice for Environmental Site Assessments: Phase II Site Assessment Process" as well as evaluating previously performed environmental site assessments and associated laboratory analytical data for compliance with current MassDEP standards. In addition, PEC has prepared a preliminary subsurface assessment Scope of Work consisting of advancement of a series of soil borings for the purpose of collecting soil samples for laboratory analysis and installation of up one temporary groundwater monitoring well for the purpose of collecting groundwater samples for laboratory analysis.

This proposal includes the following activities:

- Advancement of a series of soil borings (up to 6-8 or one day) on the property including the construction of up to one temporary groundwater monitoring well;
- Collection of soil samples from select borings for the following laboratory analysis (total of 4):
 - Extractable Petroleum hydrocarbons (EPH) – MassDEP Methodology
 - Volatile Petroleum hydrocarbons(VPH) – MassDEP Methodology
 - Volatile extractable hydrocarbons via EPA Method 8260

Grafton Highway Garage
26 Upton Street
Grafton, MA

- Collection of groundwater samples from up to one temporary well (total of 1):
 - Extractable Petroleum hydrocarbons (EPH) – MassDEP Methodology
 - Volatile Petroleum hydrocarbons(VPH) – MassDEP Methodology
 - Volatile extractable hydrocarbons via EPA Method 8260
- Preparation of a report in general conformance with “ASTM E1537-13 Standard Practice for Environmental Site Assessments: Phase I Site Assessment Process”, and “ASTM E1903-11 Standard Practice for Environmental Site Assessments: Phase II Site Assessment Process”;

The estimated cost for performing the above referenced Scope of Work is **\$10,755** and is based on the following assumptions:

Drilling Contractor	\$2,800
Laboratory Analysis	
5 Samples for each of the following (4 soil and 1 groundwater)	
VPH @ \$103	\$515
EPH @ \$218	\$1,090
8260@ \$136	\$680
Total Laboratory Fee	\$1,205
Drilling oversight, GW sampling	\$1,250

Includes: Project set-up;
 Dig-Safe mark-out;
 One day of drilling oversight including soil sample collection, field screening with photo-ionization detector, groundwater sampling. Samples will be collected using disposable polyethylene bailers

Report Preparation	\$5,500
--------------------	---------

Grafton Highway Garage
26 Upton Street
Grafton, MA

It is anticipated that this work will be completed and a report delivered within 6 weeks following receipt of a signed copy of this proposal indicating acceptance of the terms and conditions of the proposal.

Please sign the bottom of this document and return it to Parker Environmental. Upon receipt of the executed document, work will begin. Please note that actual costs may vary from this proposal depending on drilling conditions, the number of samples submitted for analysis, and the analyses performed. Work outside this proposed Scope of Work will be charged in accordance with the attached fee schedule.

If you have any questions regarding this proposal please do not hesitate to contact the undersigned.

Sincerely;
Parker Environmental Corporation



Scott Parker
President

Attachments: General Conditions
PEC Fee Schedule

Department of Public Works
27 Upton Street
Grafton, MA

This Agreement is hereby accepted and executed by a duly authorized signatory and, who by this execution hereof, warrants that that individual has full authority to act for, in name of, and on behalf of the Town of Grafton, MA

Company Name: Town of Grafton, MA

Signature: _____ Title: Town Administrator

Printed Name: Tim McInerney

Parker Environmental Corporation

Signature:  _____ Title: President

Printed Name: Scott Parker Date: 09/07/2018

This agreement becomes binding upon receipt of a copy signed by both parties, Parker Environmental Corporation and The Town of Grafton, MA

GENERAL CONDITIONS

January, 2013

Warranty: Professional services provided by Parker Environmental Corporation (PEC) will be performed, findings obtained, and recommendations prepared in accordance with generally accepted practices. This warranty is in lieu of all other warranties, either expressed or implied.

Right of Entry: The signing of this contract gives authorization for PEC's personnel to enter upon the site to conduct site examinations, surveys, soil tests, and other work as required to accomplish the Scope of Work as described herein. It is understood by the Client that these surveys and tests may require the cutting of trees and brush or disturbing landscaped or paved areas. If the client is not the record Owner of the site at the time this contract is executed, it shall be the Client's responsibility to obtain right of entry from the Owner of record.

Change of Scope: If, during progress of work under this contract, there is a change in Scope of Work as ordered by the Client, or as required by circumstances or by other authorities with knowledge of the Client, written approval to the work scope, via a contract addendum, will be required before work will proceed. PEC will not change the scope of work on the basis of an oral order by the Client or by anyone else. A change in work scope includes but is not limited to changes in schedule. Changes in project cost structure due to work scope changes will be specified in the contract addendum.

Termination Provision: This contract may be terminated by either party upon (5) days written notice for any reason and any time. PEC shall be paid for services rendered up to the time of Termination.

Limitation of Professional Liability: The Client agrees to indemnify and hold harmless to such an extent that will limit any and all liability, claim for damages, cost of defense, or expenses which may be levied against PEC on account of any error, omission, negligence or any design defect, to a sum not to exceed the fee for services quoted herein. The Client further agrees to notify any contractor or subcontractor who may perform work in conjunction with any study, survey, report, or design prepared by PEC of such limitation of professional liability for errors, omissions, negligence or any design defects, and to require, as a condition precedent of their performing their work, a like indemnity and limitation of liability on their part as against PEC. In the event that the Client fails to obtain a like indemnity and limitation of liability, any liability of PEC to such contractor or subcontractor arising out of alleged errors, omissions, negligence, or design defects, shall be allocated between the Client and PEC in such a manner that the aggregate liability of PEC for such claim to all parties, including the Client, shall not exceed the amount of the fee for services quoted herein.

In the event of any alleged error, omission, negligence, or design defect, the Client shall bring claim against PEC not later than one year after the completion of services described herein.

PEC shall not be held liable for delay in approvals and/or acceptance due to non-technical items (designs, interpretations, analyses, etc) being unresolved.

Subsurface Investigations: For services involving or relating to the subsurface investigation elements of the Agreement, it is agreed that the Owner and Client shall indemnify and hold harmless PEC and PEC's consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to, fees and charges of attorney's and court arbitration costs, arising out of or resulting from damages to unmarked underground utilities and structures.

Hazardous Waste: For services involving or relating to hazardous waste elements of this Agreement, it is further agreed that the Owner and Client shall indemnify and hold harmless PEC and their consultants,

agents and employees from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to, fees and charges of attorney's and court and arbitration costs, arising out of or resulting from the performance of the work by PEC, or claims against PEC arising from work of others, related to hazardous waste.

The above indemnification provision extends to claims against PEC which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids, gasses or any other material, irritant, contaminant or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

Soil, water and other samples collected during the course of this project remain the property of the Owner, and used samples may be returned after laboratory testing is complete.

Billing Procedures: Invoices for services shall be rendered either upon completion of services or on a monthly basis at the opinion of PEC and are payable upon presentation. Invoices shall be mailed to the Client at Client's address appearing on this contract.

Service Charges and Costs of Collection: Any unpaid balance after thirty days is subject to a service charges of one and one half percent (1-1/2%) per month (effective annual interest rate of 19.56%) will be added to any unpaid balance. PEC reserves the right to terminate work under this contract if payment is not received in accordance with this provision. The Client agrees to pay all costs of collection including reasonable attorney's fees.

Retainers: A retainer shall be paid by the Client at the execution of this contract. Retainers are held in full and credited at the final billing at the completion of services.

Testimony: Client agrees to pay reasonable fees for PEC's participation in court. Fees will include time spent preparing documents, research and meetings with Client and Client's attorney's. Issuance of a summons shall not relieve Client's financial obligation.

Ownership of Plans and Documents: The finished plans referred to in this contract become the property of the Client upon delivery by PEC. All field notes, field data, soil borings, reports, calculations, working drawings, estimates, and other documents prepared by PEC as instruments of service shall remain the property of PEC. The Client agrees that work furnished to the client by PEC which is not paid for will be returned upon demand and will not be used by the Client for any purpose whatever.

Time Limitation: This proposal shall be null and void unless executed by the client and returned to PEC within thirty (30) days. The fee for services quoted herein is based on current charge rates for PEC's personnel. Any extension of the time period for the completion of services, by the Client, for reasons beyond the control of PEC may require an adjustment of the fee for the uncompleted portion of the work.

Delays Due to Weather: PEC will not be responsible for delays in the performance of this contract due to inclement weather.

Changed Field Conditions: If, after an initial site visit by PEC and the subsequent negotiation of a contract of which these General Conditions are a part, changes in conditions occur on site, or on property adjacent to or near the site, which would adversely impact working conditions requiring delays or additional work, PEC reserves the right to re-negotiate the terms of this contract.

Parker Environmental Corporation

Creative Solutions for a Complicated Environment

Parker Environmental Corporation

Fee Schedule

January 2018

JOB CLASSIFICATION

Licensed Site Professional	\$145/Hour
Risk Assessor	\$140/Hour
Project Manager	\$130/Hour
Sr. Env. Scientist	\$105/Hour
Field Technician	\$95/Hour
Admin	\$85/Hour
Cadd/Drafting	\$80/Hour

EQUIPMENT

Electronic Interface Probe	\$35/Day
Vehicle	\$85/day
Rod and Level Survey Equipment	\$35/Day
Photo-ionization detector	\$125/Day

EXPENSES

Direct expenses such as Sub-contractors and other miscellaneous charges not otherwise referenced, will be charged at cost, plus a 15% handling charge.

#4 (d) NEW BUSINESS – FOLLETTE STREET WELL UPDATE

Scott Parker will be in attendance to give the Board an update on the Follette Street Well project.

No action necessary

#4 (f) NEW BUSINESS – VOTE TO SIGN STATE ELECTION WARRANT

Town Clerk, Kandy Lavallee has submitted the Warrant for the State Elections to the Selectmen for Signature. This action is required for posting and is similar to the process we use with local warrants which calls for/allows for the election & town meetings to be held.

MOTION: I move the Selectmen sign the Warrant for the State Elections.

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR THE STATE ELECTION

SS.

To the Constables of the Town of Grafton

GREETINGS:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of Grafton who are qualified to vote in the State Election to vote at:

Precincts 1, 2 and 3 at the Grafton Middle School Gymnasium, 22 Providence Road,
Precincts 4 & 5 at the Millbury Street Elementary School, 105 Millbury Street

on **TUESDAY, THE SIXTH DAY OF NOVEMBER, 2018**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

SENATOR IN CONGRESS.....	FOR THIS COMMONWEALTH
GOVERNOR and LIEUTENANT GOVERNOR.....	FOR THIS COMMONWEALTH
ATTORNEY GENERAL.....	FOR THIS COMMONWEALTH
SECRETARY OF STATE.....	FOR THIS COMMONWEALTH
TREASURER AND RECEIVER GENERAL.....	FOR THIS COMMONWEALTH
AUDITOR.....	FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESS.....	SECOND DISTRICT
COUNCILLOR.....	SEVENTH DISTRICT
SENATOR IN GENERAL COURT.....	SECOND WORCESTER DISTRICT
REPRESENTATIVE IN GENERAL COURT.....	NINTH WORCESTER DISTRICT
DISTRICT ATTORNEY.....	MIDDLE DISTRICT
CLERK OF COURTS.....	WORCESTER COUNTY
REGISTER OF DEEDS.....	WORCESTER DISTRICT
REGIONAL SCHOOL COMMITTEE.....	BLACKSTONE VALLEY DISTRICT

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

SUMMARY

This proposed law would limit how many patients could be assigned to each registered nurse in Massachusetts hospitals and certain other health care facilities. The maximum number of patients per registered nurse would vary by type of unit and level of care, as follows:

- In units with step-down/intermediate care patients: 3 patients per nurse;
- In units with post-anesthesia care or operating room patients: 1 patient under anesthesia per nurse; 2 patients post-anesthesia per nurse;
- In the emergency services department: 1 critical or intensive care patient per nurse (or 2 if the nurse has assessed each patient's condition as stable); 2 urgent non-stable patients per nurse; 3 urgent stable patients per nurse; or 5 non-urgent stable patients per nurse;

- In units with maternity patients: (a) active labor patients: 1 patient per nurse; (b) during birth and for up to two hours immediately postpartum: 1 mother per nurse and 1 baby per nurse; (c) when the condition of the mother and baby are determined to be stable: 1 mother and her baby or babies per nurse; (d) postpartum: 6 patients per nurse; (e) intermediate care or continuing care babies: 2 babies per nurse; (f) well-babies: 6 babies per nurse;
- In units with pediatric, medical, surgical, telemetry, or observational/outpatient treatment patients, or any other unit: 4 patients per nurse; and
- In units with psychiatric or rehabilitation patients: 5 patients per nurse.

The proposed law would require a covered facility to comply with the patient assignment limits without reducing its level of nursing, service, maintenance, clerical, professional, and other staff.

The proposed law would also require every covered facility to develop a written patient acuity tool for each unit to evaluate the condition of each patient. This tool would be used by nurses in deciding whether patient limits should be lower than the limits of the proposed law at any given time.

The proposed law would not override any contract in effect on January 1, 2019 that set higher patient limits. The proposed law's limits would take effect after any such contract expired.

The state Health Policy Commission would be required to promulgate regulations to implement the proposed law. The Commission could conduct inspections to ensure compliance with the law. Any facility receiving written notice from the Commission of a complaint or a violation would be required to submit a written compliance plan to the Commission. The Commission could report violations to the state Attorney General, who could file suit to obtain a civil penalty of up to \$25,000 per violation as well as up to \$25,000 for each day a violation continued after the Commission notified the covered facility of the violation. The Health Policy Commission would be required to establish a toll-free telephone number for complaints and a website where complaints, compliance plans, and violations would appear.

The proposed law would prohibit discipline or retaliation against any employee for complying with the patient assignment limits of the law. The proposed law would require every covered facility to post within each unit, patient room, and waiting area a notice explaining the patient limits and how to report violations. Each day of a facility's non-compliance with the posting requirement would be punishable by a civil penalty between \$250 and \$2,500.

The proposed law's requirements would be suspended during a state or nationally declared public health emergency.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A YES VOTE would limit the number of patients that could be assigned to one registered nurse in hospitals and certain other health care facilities.

A NO VOTE would make no change in current laws relative to patient-to-nurse limits.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 2, 2018?

SUMMARY

This proposed law would create a citizens commission to consider and recommend potential amendments to the United States Constitution to establish that corporations do not have the same Constitutional rights as human beings and that campaign contributions and expenditures may be regulated.

Any resident of Massachusetts who is a United States citizen would be able to apply for appointment to the 15-member commission, and members would serve without compensation. The Governor, the Secretary of the Commonwealth, the state Attorney General, the Speaker of the state House of Representatives, and the President of the state Senate would each appoint three members of the commission and, in making these appointments, would seek to ensure that the commission reflects a range of geographic, political, and demographic backgrounds.

The commission would be required to research and take testimony, and then issue a report regarding (1) the impact of political spending in Massachusetts; (2) any limitations on the state's ability to regulate corporations and other entities in light of Supreme Court decisions that allow corporations to assert certain constitutional rights; (3) recommendations for constitutional amendments; (4) an analysis of constitutional amendments introduced to Congress; and (5) recommendations for advancing proposed amendments to the United States Constitution.

The commission would be subject to the state Open Meeting Law and Public Records Law. The commission's first report would be due December 31, 2019, and the Secretary of the Commonwealth would be required to deliver the commission's report to the state Legislature, the United States Congress, and the President of the United States.

The proposed law states that, if any of its parts were declared invalid, the other parts would stay in effect. The proposed law would take effect on January 1, 2019.

A YES VOTE would create a citizens commission to advance an amendment to the United States Constitution to limit the influence of money in elections and establish that corporations do not have the same rights as human beings.

A NO VOTE would not create this commission.

QUESTION 3: REFERENDUM ON AN EXISTING LAW

Do you approve of a law summarized below, which was approved by the House of Representatives and the Senate on July 7, 2016?

SUMMARY

This law adds gender identity to the list of prohibited grounds for discrimination in places of public accommodation, resort, or amusement. Such grounds also include race, color, religious creed, national origin, sex, disability, and ancestry. A "place of public accommodation, resort or amusement" is defined in existing law as any place that is open to and accepts or solicits the patronage of the general public, such as hotels, stores, restaurants, theaters, sports facilities, and hospitals. "Gender identity" is defined as a person's sincerely held

gender-related identity, appearance, or behavior, whether or not it is different from that traditionally associated with the person's physiology or assigned sex at birth.

This law prohibits discrimination based on gender identity in a person's admission to or treatment in any place of public accommodation. The law requires any such place that has separate areas for males and females (such as restrooms) to allow access to and full use of those areas consistent with a person's gender identity. The law also prohibits the owner or manager of a place of public accommodation from using advertising or signage that discriminates on the basis of gender identity.

This law directs the state Commission Against Discrimination to adopt rules or policies and make recommendations to carry out this law. The law also directs the state Attorney General to issue regulations or guidance on referring for legal action any person who asserts gender identity for an improper purpose.

The provisions of this law governing access to places of public accommodation are effective as of October 1, 2016. The remaining provisions are effective as of July 8, 2016.

A YES VOTE would keep in place the current law, which prohibits discrimination on the basis of gender identity in places of public accommodation.

A NO VOTE would repeal this provision of the public accommodation law.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this _____ day of _____, 2018.
(month)

_____	_____
_____	_____
_____	_____

Selectmen of Grafton, MA

_____, 2018

I have complied with the requirements of the above Warrant and with the Town of Grafton By-Laws by posting an attested copy of the Warrant in some conspicuous place in each of the precincts of the Town on the above date.

Constable of Grafton

#4 (g) NEW BUSINESS – MEDICAL RESERVE CORP COORDINATOR CONTRACT

This contract is for Lindsey Fox, renewing her as the MRC coordinator for the federally recognize MRC funding through grant money.

MOTON: I move the Board vote to sign the Medical Reserve Corp Coordinator Contract with Lindsey Fox.

TOWN OF GRAFTON

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Lindsey Fox
21 Oak Street
Grafton, MA 01519

774-287-8610

Lindseyfox2006@aol.com

1. This is a Contract for the procurement of the following:

Medical Reserve Corps Coordinator

Deliverables to the Town are described in "Schedule A" attachment, at the back of this document. Contractor agrees to follow the MRC Unit Coordinator Scope of Guidance as set forth in "Schedule B", attached to this document. Copies of all reports required by the State for this position should be forwarded to the Town Administrator in addition to the state. MRC

2. The Contract price to be paid to the Contractor by the Town is:

\$25.50 per hour, not to exceed \$36,968 for the total contract year

3. Payment will be made as follows:

3.1 Fees and Reimbursable Costs combined shall not exceed the FY2019 Grant Allotment from the Massachusetts Department of Public Health, Office of Preparedness and Emergency Management.

3.2 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.3 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and deliverables according to attached "Schedule A". The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall begin on _____, and be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before 6/30/2019, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right

to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service

or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Chairman, Board of Selectmen

Signature

Date

Print Name & Title

Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor
principal place of business is at

_____,
does hereby certify under the pains and penalties of
perjury that _____ has

name of contractor
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding
and remitting child support.

#4 (h) NEW BUSINESS – CITY OF WORCESTER SUBRECIPIENT AGREEMENT

This subrecipient agreement is with the City of Worcester to oversee the grant funds for the MRC coordinator position.

MOTION: I move the Board vote to sign the Subrecipient Agreement between the City of Worcester and the Town of Grafton.

SUBRECIPIENT AGREEMENT

**Between the
CITY OF WORCESTER
and the
TOWN OF GRAFTON**

AGREEMENT

THIS AGREEMENT entered into on this ____ of _____, 2018 with an effective date of _____, 2018, by and between the City of Worcester, a Massachusetts municipal corporation acting by and through its Department of Health and Human Services, Public Health Division, located at 455 Main Street, Worcester, Massachusetts (hereinafter "City"), and the Town of Grafton, a Massachusetts municipality with an address of 30 Providence Road, Grafton, Massachusetts 01519 (hereinafter "Subrecipient").

WITNESSETH:

WHEREAS: Effective July 1, 2018, the City was awarded a Grant providing funding for Budget Period 1X Health and Medical Coordinating Coalition ("BP1XHMCC" or "HMCC") from the Executive Office of Public Health and Human Services, Department of Public Health ("MDPH"), Office of Preparedness and Emergency Management ("OPEM") of the Commonwealth of Massachusetts ("Granting Authority");

WHEREAS: Pursuant to the Grant, the City will act as a pass-through fiscal agent for the HMCC and will also provide certain administrative support;

WHEREAS: The Subrecipient represents that its Medical Reserve Corps., is operated within its Board of Health, is a located within the MDPH's designated Region 2, and has been determined by the MDPH to be eligible to receive funds under this Agreement;

WHEREAS: Subrecipient wishes to participate in the BP1X HMCC in compliance with this Agreement; and

WHEREAS: City wishes to engage the Subrecipient to so participate under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **GRANT SERVICES**

1.1. The Subrecipient shall perform and render the grant services hereinafter set forth in the terms and conditions of this Agreement and more specifically in the Grant Services, Exhibit A, attached hereto and incorporated by reference.

1.2. Subrecipient acknowledges that it has received a copy and is familiar with the Grant and the requirements of the Granting Authority.

1.3. The Subrecipient is and shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

1.4. The Subrecipient shall comply with applicable federal, state and local laws, ordinances, regulations, orders, guidelines and policies governing this Agreement. Without limiting the generality of the foregoing, the Subrecipient shall comply with the duties, responsibilities and requirements of the Granting Authority that are applicable to it, including but not limited to the laws, regulations and guidelines of the Massachusetts Department of Public Health (MDPH), the United States Centers for Disease Control and Prevention (CDC), and United States Health & Human Services, Office of the Assistant Secretary Preparedness and Response (ASPR) and as may be otherwise required by the City from time to time. The Subrecipient shall further comply with the applicable requirements set forth in 2 CFR 200.00 *et. seq.* (entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" which may be abbreviated as the "COFAR Requirements" and which was formerly set forth in OMB Circulars A- 21, 87, 89, 102, 110, 122, 133).

2. **TERM**

2.1. This Agreement shall commence on the date set forth in the first paragraph above and shall terminate on June 30, 2019, unless earlier terminated in accordance with this Agreement.

2.2. Notwithstanding the above, the term of this Agreement and the provisions herein shall be automatically extended to cover any additional period during which the Subrecipient remains in control of grant funds unless this Agreement is otherwise terminated or suspended by the City in writing.

2.3. Time is of the essence of this Agreement.

3. **PAYMENT**

3.1. In accordance with the terms and condition set forth herein, the City shall pay the Subrecipient an amount not to exceed Thirty Nine Thousand Nine Hundred Sixty Eight Dollars and No Cents (\$39,968.00) which shall constitute the full and complete payment owed to said Subrecipient pursuant to this Agreement. Within thirty (30) days after

receipt of direction from MDPH, the City will make payment to the Subrecipient in the amount authorized by MDPH.

3.2. Requests for the payment of eligible expenses, including expenses for general administration, shall be made in compliance with this Agreement, including but not limited to Section 3.4 below and Exhibit A, and performed in a manner satisfactory to the City.

3.3. The City may suspend, reduce or terminate the amount paid under this Agreement if it determines that any expenditure by the Subrecipient, or any person for whom it is reasonable, is ineligible or is for unsupportable activities, or if such activities are not pursuant to Exhibit A. Immediately upon notice, the Subrecipient shall reimburse the City any and all expended funds that have been classified as ineligible by the City or the Granting Authority. In the event of termination or suspension of this Agreement, the Subrecipient shall immediately reimburse and turnover to the City any and all funds not properly expended.

3.4. All payments are subject to the availability of grant funding.

4. NOTICES

4.1. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed as indicated below, unless otherwise modified by subsequent written notice.

City of Worcester:

Director, Public Health Division
Executive Office of the City Manager
City of Worcester
25 Meade Street
Worcester, MA 01610

Subrecipient:

Town Administrator
Office of the Town Administrator
Town of Grafton
30 Providence Road
Grafton, MA 01519

5. BREACH OF CONTRACT

5.1. If the Subrecipient and/or any subcontractor breaches this Agreement or violates the rules and regulations of the City and/or the Granting Authority, said City may withhold further funding, demand return of funds (which may be referred to as "recapture"), terminate or suspend this Agreement and/or seek further administrative and/or legal relief to assure and guarantee full compliance with the intent and purposes of this Agreement and the Grant.

6. TERMINATION OF AGREEMENT

6.1. Termination of Agreement for Cause: If either party materially fails to comply with its obligations under this Agreement in a timely and proper manner for any cause or reason, or violates any of the terms, covenants and conditions of this Agreement, then the offended party may terminate or suspend this Agreement by giving written notice of such termination or suspension to the other by certified mail at the address recited in the Notice section set forth herein or its last known business address and further specifying the effective date thereof. Said written notice shall be given not less than five (5) days before the effective date of such termination or suspension. In such event, all records, documents, assets, property and equipment, of any nature whatsoever, or wheresoever situated, prepared or purchased by the Subrecipient with federal, state or city funds under this Agreement shall, at the option of the City, become its property.

6.2. Termination for Convenience. The City or the Subrecipient may terminate or suspend this Agreement, in whole or in part, by giving the other party at least fifteen (15) days written notice, setting forth the effective date, and, in the case of partial termination or suspension, stating the portion to be so terminated or suspended. However, in the case of a partial termination or suspension, if the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate or suspend the award in its entirety.

6.3. The Subrecipient shall be entitled to receive only payment for services satisfactorily completed to up to the date of termination or suspension.

6.4. Setoff. Notwithstanding any payment the City owes the Subrecipient, the Subrecipient shall remain liable to the City for any and all damages, whether by reason of overpayment, budget adjustment, reversion of property/assets or other debt owed, and the City may withhold any payments otherwise owed to the Subrecipient for the purpose of setoff.

6.5. Limitation of Damages. The City shall not be obligated to make any payments to the Subrecipient in excess of the available and uncommitted grant funds. Notwithstanding any provision to the contrary, the City shall have no obligation to pay the Subrecipient any indirect, consequential, incidental damages, including but not limited to lost profits or lost opportunity.

6.6. Ownership of Documents. In the event of termination or suspension (whether for cause or convenience), all records, documents, assets, and property of any nature whatsoever or wheresoever situated, prepared, or purchased by said Subrecipient with City funds under this Agreement shall, at the City's option, become City property. The Subrecipient shall secure said property and deliver the same to the City forthwith upon request. This provision is in addition to and shall not be interpreted to limit any other provision set forth herein.

7. **DATA TO BE FURNISHED**

7.1. The City shall furnish to the Subrecipient all information, data, reports and maps existing, available to the City and reasonably necessary for the Subrecipient's performance without charge. However, the City does not warranty or guaranty the accuracy or completeness of the same. The City shall cooperate reasonably with the Subrecipient to minimize delay.

8. **RECORDS**

8.1 During the term of this Agreement and for six (6) years thereafter, the Subrecipient shall retain, secure (properly safeguarded from theft, fire, heat, and water damage) and furnish to the City upon request any and all records required by this Agreement, or by applicable federal, state, or local laws, regulations, guidelines or orders, including but not limited to the following books of accounts and records; appropriation/expenditure records, encumbrance records (if applicable), cash receipts and disbursements register, journal, general ledger, purchase order log, voucher register, fixed asset register and cost accounts. The Subrecipient shall retain records beyond said six (6) year period if audit findings have not been finally resolved.

8.1.1. The Subrecipient shall promptly furnish to the City any and all documents necessary to accomplish the audit of this HMCC Grant.

8.1.2. The Subrecipient shall have an annual agency audit conducted in accordance with the requirements of the Granting Authority, including but not limited to the requirements set forth in HMCC Grant, and 2 CFR 200.00, *et. seq.*, as applicable and satisfactory to the City.

8.2. The Subrecipient shall require any and all of its subcontractors and consultants to comply with the requirements herein and this Agreement shall be incorporated into any written subcontract and/or consultant agreement. The Subrecipient further guarantees and assumes sole responsibility to impose the herein cited requirements upon all such subcontractors/consultants, including but not limited to the availability of any and all such records upon request by the City.

8.3. The City may, in its sole discretion, require the Subrecipient to transfer certain records to the City's custody if the City determines that said records possess long-term retention value.

8.4. Without limiting the generality of other related provisions set forth in this Agreement, the City and the Granting Authority, or their respective authorized representatives, shall have immediate access, as frequently as they deem necessary, to any and all books, documents, papers, reports and files of the Subrecipient and its subcontractors, which are pertinent or relevant to the subject grant program for the purpose of making or conducting an audit, examining, or making copies, excerpts or transcripts of all relevant data. The Subrecipient shall provide, by written agreement and

guarantees the corresponding right of the City and Granting Authority to audit the records of all subcontractors. The City reserves the right to determine the frequency and scope of audits.

8.5. The Subrecipient shall, within thirty (30) days after receipt of notice, cure any deficiencies noted in audit reports. If the Subrecipient fails to comply with the audit requirements set forth in this Agreement and required by applicable laws and regulations such failure shall constitute a material violation of this Agreement and the City may withhold future payments and/or pursue any other remedy(ies) available at law or equity.

9. FINANCIAL MANAGEMENT SYSTEM

9.1 The Subrecipient shall comply with all applicable laws, ordinances and codes of the local, state, and federal governments. Subrecipients with annual gross expenditures on their Schedule of Expenditure of Federal Awards totaling \$750,000 or more during the contracted program year are required to engage an independent auditor to complete an Independent Audit Report in accordance with 2 CFR 200.00, *et seq.* Additionally, the Subrecipient shall comply with 2 CFR 200.00, including but not limited to 2 CFR 200.514, for example:

9.1.1 Schedule of expenditure of federal awards;

9.1.2 Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards; and

9.1.3 Independent auditor's report on compliance with the requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with applicable law.

9.2. For expenditures less than \$750,000 of federal awards, Subrecipients shall have an independent Statement of Financial Conditions prepared as required by Massachusetts law.

9.3. The Subrecipient also shall comply with 2 CFR 200.330-337, 24 CFR 570.502 and 570.610, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred. The program shall be administered in conformance with 2 CFR 200.00 *et seq.*, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

9.4. The Subrecipient shall require that any and all its subcontractors providing services pursuant to this Agreement comply with the record keeping requirements set forth herein and that said requirements shall be incorporated into any written subcontract. The Subrecipient further guarantees and assumes sole responsibility to impose the herein cited requirements upon all such subcontractors.

9.5. Within thirty (30) days of this Agreement's execution, the Subrecipient further shall make available to the City upon request documented systems in flow chart or narrative of cash receipts, cash disbursements, payroll, purchases, capital assets and accounts payable for inspection, review and copying. If these documented systems are not made available or not satisfactory, the City may withhold or suspend all or part of the Grant funds to the Subrecipient.

10. REPORTING REQUIREMENTS

10.1. The Subrecipient shall report to the City all financial transactions for the month and fiscal year to date, and cumulative to date if more than one year is applicable, on a form(s) provided by the Granting Authority (Exhibit B, "Financial Forms" and pursuant to the Exhibit A, "Scope of Services"). The Subrecipient shall to submit such other reports as the City and/or the Granting Authority may require, including but not limited to balance sheets, progress reports on litigation, relocation, acquisition and equal opportunity, as well as on activities undertaken with grant funds.

10.2. The Subrecipient shall report on an accrual basis. If the Subrecipient's records are not maintained on an accrual basis, the Subrecipient shall develop and report such information through an analysis of data available, in accordance with the applicable accounting standard.

11. INDEMNIFICATION

11.1. The Subrecipient shall hereby indemnify and hold harmless the City of Worcester, and its officers, agents and employees, from and against any and all asserted claims and liabilities of every kind and nature, whatsoever, arising during the term of this Agreement and such further time as it may be extended, formally or informally, or arising from or otherwise relating to Subrecipient's activities and/or operations including without limitation, those for bodily injury (including death), property damage, those arising from any breach or default by the Subrecipient in the performance or observance of any agreement on its part pursuant to the terms and conditions of this Agreement, or from any act or omission of Subrecipient or any of its subcontractor's, invitees or agents, or the respective employees of any of the foregoing and any and all actions, suits, proceedings, claims, demands, judgments, assessments, costs, liabilities and expenses, including without limitation by enumeration, attorney's and/or consultant's fees incident to any matter to which the foregoing indemnity relates. The indemnifications required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement. This provision shall survive the termination of this Agreement.

12. GRANT CLOSE-OUT PROCEDURES

12.1. The Subrecipient's obligations under this Agreement shall not end until all close out requirements are fully completed. Close out activities shall include, but not be limited to (a) making final payments, (b) properly disposing of program assets (including the

return of all unused materials, equipment, unexpended cash advances, program income balances, and accounts receivable to the Subrecipient), (c) determining the custodianship of records, (d) timely submitting the completed final outcome report and all other reports outstanding and required. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the grant funds, including program income.

13. DOCUMENTS INCORPORATED

13.1. All exhibits, attachments and addenda attached hereto and/or referenced herein are incorporated by reference and made a part of this Agreement.

14. INSURANCE

14.1 The Subrecipient shall obtain and maintain in force at all times during the term of this Agreement, occurrence basis insurance coverage pertaining to General Liability and Property Damage in at least the following amounts:

- i. Commercial General Liability (Public Liability and Property Damage)
\$1,000,000 per occurrence/\$2,000,000 aggregate

14.2 Coverage for Workers Compensation shall be obtained and maintained in amounts no less than the Massachusetts statutory requirements.

14.3 The Subrecipient shall require its insurance company(ies) to notify the Certificate Holder of any reduction or cancellation of the insurance at least thirty (30) days prior to the effective date of such reduction or cancellation. The City shall be named as an additional insured on coverage required by sub-paragraph i, above, and the Director, Public Health Division, Executive Office of the City Manager, 25 Meade Street, Worcester, Massachusetts, 01610 shall be identified as a Certificate Holder. The Subrecipient shall furnish certificates of insurance of the types and amounts required above, in a form satisfactory to the City, prior to the City's execution of this Agreement.

15. ASSIGNMENT

15.1. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

16. AMENDMENTS

16.1. This Agreement may be amended provided that such amendments make specific reference to this Agreement, and are executed in writing by the duly authorized representatives of both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the Subrecipient from its obligations under this Agreement.

- 16.2. The City may, in its discretion, amend this Agreement to conform with federal, state or local laws, regulations, orders, guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both parties.
17. **SEVERABILITY**
- 17.1 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
18. **CONFLICTING PROVISIONS**
- 18.1. If any provision mandated by Granting Authority irreconcilably conflicts with any provision contained herein and the Granting Authority requires its provision to be applied, in whole or in part, in order that the City receive its full grant award and/or not be subject to other remedial action, the City may in its sole discretion, declare that the required Granting Authority provision control to the extent the Granting Authority so requires.
19. **SECTION HEADINGS AND SUBHEADINGS**
- 19.1. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
20. **WAIVER**
- 20.1. The City's failure to act with respect to a breach by the Subrecipient shall not waive the City's right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
21. **ENTIRE AGREEMENT**
- 21.1. This Agreement constitutes the entire agreement between the City and the Subrecipient related hereto and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.
22. **PROCUREMENT STANDARDS**
- 27.1. The Subrecipient shall procure all materials, property, or services in accordance with the applicable requirements of 2 CFR 200.000 *et seq.*, including but not limited to 2 CFR 200.317-326, all applicable requirements of the Granting Authority, and the grant

guidelines of the HMCC grant. Without modifying the foregoing, such requirements include (a) maintaining written standards of conduct for employees engaged in award and administration of contracts, (b) conducting procurement transactions in a manner to provide open and free competition, to the extent practical, including the drafting of specifications, invitations for bid, but any potential bidder that develops or drafts the same shall be excluded for bidding, (c) making positive efforts to use small businesses, minority owned firms and women's business enterprises whenever possible, and (d) performing and maintaining records of cost or price analysis for every procurement.

27.2. The Subrecipient shall maintain a system for contract administration to insure compliance with the applicable requirements set forth in this Agreement.

27.3. Executed copies of all subcontracts shall be submitted to the City along with documentation concerning the selection process.

IN WITNESS WHEREOF, the said City of Worcester and the Town of Grafton, by their respective duly authorized representatives, hereto set their hand and seals on the day and year first above written.

RECOMMENDED FOR APPROVAL:
Department of Health & Human Services

SUBRECIPIENT:
TOWN OF GRAFTON

Matilde Castiel, M.D.
Commissioner

Name: _____
Title: _____

APPROVED AS TO FORM:

CITY OF WORCESTER:

Janice E. Thompson
Assistant City Solicitor

Edward M. Augustus Jr.,
City Manager

Funds for this account are available from Account No. _____, designated in accordance with 2 CFR 200.210, CFDA# _____.

Finance Manager, Department of Administration & Finance

EXHIBIT A

SCOPE OF SERVICES

Subrecipient shall perform the services and tasks and timely submit the deliverables required by the Granting Authority, as set forth in the approved "Workplan," which is attached to this Exhibit A. Subrecipient shall further comply with all applicable requirements of the Massachusetts Department of Public Health's Grant's Management Manual, including all fiscal and programmatic reporting requirements. Subrecipient acknowledges familiarity and receipt of such Manual.

Additionally, the Subrecipient shall provide the City with any and all information the City may reasonably request incident to this Subrecipient Agreement and which the City determines is needed to facilitate it's compliance with the requirements of the Granting Authority.

Subrecipient shall further comply with the approved budget, including the spending limitations and identification of eligible expenses, as attached to this Exhibit A.

EXHIBIT B

CITY OF WORCESTER FINANCIAL FORMS

The following is the form required by the City:

Form 1.1 Budget Modification and Quarterly Expense Report

It shall be the duty of the Subrecipient to request the current version of this form from the City, complete it in full as necessary and applicable, and timely submit it to the City's satisfaction.

#4 (i) NEW BUSINESS – Intermunicipal Agreement (amendment) for Animal Control/Animal Inspector Services.

On June 12, 2018 the Board signed an intermunicipal agreement with Westboro and Shrewsbury for Animal Control Services. This amendment will designate the ACO's as inspectors of animals for the purposes of quarantining household pets.

MOTION: I move the Board vote to sign the Intermunicipal Agreement Amendment for Animal Control/Animal Inspector Services.

INTERMUNICIPAL AGREEMENT
ANIMAL CONTROL/ANIMAL INSPECTOR SERVICES

This Intermunicipal Agreement (hereinafter "IMA") dated June 12, 2018 and amended September 25, 2018 by and between the Town of Westborough, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, with its principal offices located at 34 W. Main Street, Westborough, MA 01581 (hereinafter "Westborough"), and the Town of Grafton, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, with its principal offices located at 30 Providence Road, Grafton, MA 01519 (hereinafter "Grafton"), and the Town of Shrewsbury, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, with its principal offices located at 100 Maple Avenue, Shrewsbury, MA 01545 (hereinafter "Shrewsbury") in accordance with G.L. c.40 §4A hereby enter into this IMA as follows:

WHEREAS, Shrewsbury, Grafton and Westborough are required under the laws of the Commonwealth to employ an Animal Control Officer and Animal Inspector; and

WHEREAS, Westborough and Shrewsbury currently each employ a 40 hour per week Animal Control Officer/Animal Inspector but are in need of back-up Animal Control Officer/Animal Inspector services every other weekend and on an as needed basis; and

WHEREAS, Grafton currently employs a part time Animal Inspector and is interested in contracting the Town of Westborough for Animal Control Officer/Animal Inspector services; and

WHEREAS, Shrewsbury, Grafton and Westborough are desirous of making the most efficient use of community resources while maintaining sound community services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and the mutual promises set forth below, the Parties agree as follows:

ANIMAL CONTROL OFFICER/ANIMAL INSPECTOR: The Westborough Animal Control Officer/Animal Inspector (hereinafter "ACO") will continue to serve in this capacity for the Town of Westborough and will serve as the Animal Control Officer/Animal Inspector for the Town of Grafton. The Westborough ACO will also provide services to Shrewsbury on alternating weekends and when the Shrewsbury ACO is on vacation or is otherwise unavailable (hereinafter referred to as "Back-up Services"). The Shrewsbury ACO will also provide Back-up Services to Westborough and Grafton on alternating weekends and when the Westborough ACO is on vacation or is otherwise unavailable.

Back-up Services shall only include emergency/extraordinary matters which require an immediate response prior to the return of the respective Town's ACO. Each Town's Police Department (or other department if appropriate) will endeavor to resolve non-emergency and ordinary matters during these time periods without calling for Back-up Services.

OPERATIONS: The ordinary supervision of the Shrewsbury and Westborough ACOs will be provided by the Police Chief and Town Manager of their respective towns. Operational supervision of the Shrewsbury and Westborough ACOs will be provided by the Police Chief of the Town where said services are being rendered.

- a. The Westborough and Shrewsbury ACO will provide the other ACO at least seven (7) days' notice prior to taking a vacation that will last more than two (2) consecutive days.
- b. The Westborough and Shrewsbury ACO will notify the other ACO as soon as possible when he/she will be unavailable for up to two (2) days and or out unexpectedly.
- c. The Shrewsbury ACO will receive Westborough and Grafton calls from the Westborough Public Safety Dispatch center and will provide information related to calls to the Westborough Public Safety Dispatch center to be logged and submitted to the Westborough ACO.
- d. Back-up Services will be requested by the respective Town's Public Safety Dispatch Center. The responding ACO will then provide information regarding call response to the Public Safety Dispatch center in the Town in which the call occurred. For Back-up Services dispatched to Grafton, call response information shall be provided to the Westborough Public Safety Dispatch Center.
- e. The Shrewsbury and Westborough ACO shall make any and all operational reports to their supervisors and the Police Chief of the Town where said services were rendered.
- f. Grafton residents will be directed, through the Town of Grafton's website and other means, to contact the Westborough Public Safety Dispatch Center with all ACO related calls.
- g. Response to Grafton calls shall include, but not be limited to: necessary catching of dogs, housing of dogs, inspection of kennels, follow-up on incidents to the Town Administrator's Office, attendance at any dog hearings if required, and any other applicable action allowed under G.L. c.140, §§136A-174E, or otherwise requested by the Chief of Police.

BUDGET:

- a. Westborough shall bill Grafton on a quarterly basis including charges for the following:
 - 38% of Animal Control Salary
 - 10% Administrative Fee
 - 38% of Animal Control related expenses incurred each quarter

38% of expenses incurred by Westborough for employee benefits

- b. Grafton shall pay all kenneling fees directly to the kennel vendor(s).

EMPLOYMENT: While engaged in performing services in the Town of Westborough or Grafton under this Agreement, the Shrewsbury ACO shall be deemed to be engaged in the service and employment of the Town of Shrewsbury, notwithstanding that such service activity or undertaking is being performed in or for Westborough or Grafton. While engaged in performing services in the Town of Shrewsbury or Grafton under this Agreement, the Westborough ACO shall be deemed to be engaged in the service and employment of the Town of Westborough, notwithstanding that such service activity or undertaking is being performed in or for Shrewsbury or Grafton.

Each party shall maintain appropriate workers compensation insurance and general liability insurance to cover the Animal Control Officer/Animal Inspector while the Animal Control Officer/Animal Inspector is performing his/her duties in the respective Town.

TERM: This Agreement shall take effect upon ratification by the respective Boards of Selectmen. This Agreement shall be effective from July 1, 2018 through June 30, 2019, and may be extended by mutual agreement of the parties for successive one (1) year terms commencing on July 1, 2019, but in no event may the term of this Agreement exceed twenty-five (25) years.

DEFAULT: Any Party may terminate this Agreement upon the provision at least thirty (30) days prior written notice to the other Parties. Such notice and termination shall be made following a vote of the Board of Selectmen of the terminating Party. Such notice shall state the effective date of termination. Upon such termination, each Party shall be solely responsible for the provision of ACO/Animal Inspector for the benefit of that Town. On such termination, Westborough and Shrewsbury shall be entitled to compensation for all services provided through the effective termination date.

MISCELLANEOUS:

1. If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.
2. All amendments or changes to the provisions specified in this Agreement can only occur when mutually agreed upon by the Parties. Any such amendments or changes shall be in writing and signed by the officials with authority to bind the respective Towns.
3. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

4. This Agreement shall not be assigned or transferred by any Party without the express written consent of the other Parties given with the same formalities as are required for the execution of this Agreement.
5. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior Agreements and understandings related to the subject matter.
6. Governing Law: This Agreement shall be governed in accordance with the Laws of the Commonwealth of Massachusetts and any dispute hereunder shall be directed to a court of competent jurisdiction in Middlesex or Worcester County.

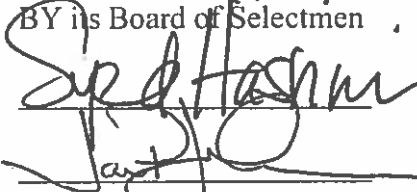
RIGHTS AND INDEMNITIES: By entering into this Agreement, the Parties have not waived any governmental immunity or limitation of damages that may be extended to them by operation of law. The Towns of Westborough, Shrewsbury and Grafton are the sole and exclusive beneficiaries of this Agreement. No third party rights, express or implied, are created. The provisions of this paragraph shall survive termination of the Agreement.

THIS AGREEMENT entered into on the day first above written by:

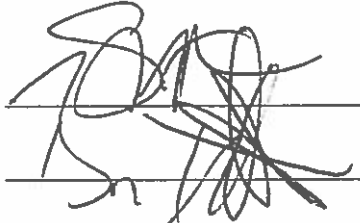
Town of Grafton
By vote dated _____
BY its Board of Selectmen

Town of Shrewsbury
By vote dated _____
BY its Board of Selectmen

Town of Westborough
By vote dated 9/25/18
BY its Board of Selectmen



Leigh Emery



#4 (j) NEW BUSINESS – BRIDGE STREET PARK RE-NAMING

Ray Mead will be present to discuss the renaming of the Bridge Street Park. Ray has discussed this with the Roney family and his recommendation would be to name the park after Steve. Fundraising for the park is underway and they would like to have this approved so to include the new name (if approved) in the process.

If the Board is in favor of renaming the park, you will be asked to vote

Suggested Motion:

MOTION: I move the board vote to rename the Bridge Street Park
(_____).

#8 MEETING MINUTES

The board will be asked to review and accept several sets of meeting minutes from past sessions.

MOTION:

I move the board vote to accept the meeting minutes of

as submitted.

- * If there are any amendments, please include after
as submitted, “and including amendments as discussed”.

#8 MEETING MINUTES

The board will be asked to review and accept several sets of meeting minutes from past sessions.

MOTION:

I move the board vote to accept the meeting minutes of May 9, 2017, May 23, 2017, June 6, 2017 and June 20, 2017

as submitted.

* If there are any amendments, please include after as submitted, "and including amendments as discussed".



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

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**BOARD OF SELECTMEN
MEETING MINUTES**

May 9, 2017

Municipal Center, Office of the Board of Selectmen
12:30 p.m.

The meeting was called to order at 12:45PM. Present were Craig Dauphinais, Jen Thomas, and Bruce Spinney. Also present was Rebecca Meekins.

Vote to Sign — Contract with P.W. Brown for Stowe Road Drainage Project

A motion was made by Mr. Spinney, seconded by Mr. Dauphinais, to sign the contract with P.W. Brown for the Stowe Road drainage project. The motion carried unanimously.

ADJOURN

A motion was made by Mr. Spinney, seconded by Mr. Dauphinais, to adjourn the meeting. The motion carried unanimously. The meeting was adjourned at 12:50PM.



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**BOARD OF SELECTMEN
MEETING MINUTES**

May 23, 2017

Municipal Center, Conference Room A
7:00 p.m.

A regular meeting was called to order at 7:02PM. Present: Jen Thomas, Sargon Hanna, Bruce Spinney III, Craig Dauphinais, Brook Padgett, Tim McInerney, and Rebecca Meekins.

No announcements were read.

Reorganization of Board

A motion was made by Mr. Hanna, seconded by Mr. Dauphinais, to make Mr. Spinney the Chair. The motion carried unanimously. A motion was made by Ms. Thomas, seconded by Mr. Dauphinais, to make Mr. Hanna the Vice Chair. The motion carried unanimously. A motion was made by Mr. Padgett, seconded by Mr. Dauphinais, to make Ms. Thomas the Clerk. The motion carried unanimously.

Mike Wilbur — EVR Fire Assessment

Mike Wilbur, Michael Gauthier, and Stephen Charest were present. Mr. McInerney stressed that direction was needed on which apparatus to buy next for the Fire Department. Mr. Wilbur stated that he was present, free of charge, only as a fire professional to offer his knowledge. He recognized that being a volunteer fire chief was a difficult job; however, volunteer fire fighters were slowly becoming extinct. The Chief asked for an engine and a tanker, but this request was impractical. Mr. Wilbur created a long-range plan, taking staffing into consideration, and a short-range plan. In the long-range plan, a pumper tanker was suggested, to carry four personnel and satisfy the standard. It would have enough water to start an initial fire fight, with one driver and one crew. Eventually, people would need to be hired to staff the fire trucks. Keith Purdy gave a presentation. Mr. Purdy presented on fire vehicles' capabilities and disadvantages. Mr. Purdy stated that EVR steers clear of buying non-fire vehicles and accounts for safe operation and drivability. A vacuum tanker would move water with one person. A drop tank would be left in the road, and water would move to that tank as a fire was fought. Within the truck, a custom cabin chassis would be much safer than a commercial cabin chassis but is approximately \$100,000 more expensive than a commercial cabin chassis. A custom pumper-tanker was recommended. Foam was wanted but not proposed. New trucks were preferred over used trucks, as they would last for 20 to 30 years and not exacerbate maintenance issues. A truck could potentially lower the town's ISO rating, attracting more businesses. Mr. McInerney noted that personnel would be the next hurdle for the Fire Department. The Board discussed financing and plan

options. Mr. Gauthier wanted to take more time to think before definitively making a choice about which truck to purchase next. The Board, Mr. Gauthier, and Mr. Charest were generally in favor of buying the pumper-tanker next.

Vote to Sign — Contract for Town Administrator

A motion was made by Ms. Thomas, seconded by Mr. Hanna, to sign the contract for the Town Administrator. Ms. Thomas elaborated that Mr. McInerney had recently received a good evaluation from the Board and would remain Town Administrator for three more years. The motion carried unanimously.

ADJOURN

A motion was made by Mr. Dauphinais, seconded by Mr. Hanna, to adjourn the meeting. The motion carried unanimously. The meeting was adjourned at 9:24PM.



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**BOARD OF SELECTMEN
MEETING MINUTES**

June 6, 2017

Municipal Center, Conference Room A
7:00 p.m.

A regular meeting was called to order at 7:00PM. Present: Bruce Spinney III, Sargon Hanna, Jen Thomas, Brook Padgett, Tim McInerney, and Rebecca Meekins. Craig Dauphinais entered at 7:02PM.

Mr. Spinney gave the announcements. The DPW Building Committee would be meeting on June 8th at 7:00PM in Conference Room D in the Municipal Center to discuss their next steps with the building project. On June 24th, from 11:00AM to 3:00PM, the Grafton Public Library would be hosting a 90th anniversary celebration on the Common. The Mill Villages Advisory Committee invited the public to a Flag Day celebration on June 14th at 6:30PM at the Mill Villages Park. The Farmers Market would begin on June 28th. Apple Tree Arts would be hosting an ice cream social on the Common on June 14th from 5:00PM to 7:00PM. Mr. Spinney acknowledged Matthew LeClair for becoming an Eagle Scout and congratulated the graduating class of 2017.

Board of Selectmen Appointments

Elizabeth Anderson — Agricultural Commission

A motion was made by Mr. Padgett, seconded by Ms. Thomas, to appoint Elizabeth Anderson to the Agricultural Commission. The motion carried unanimously.

Town Administrator Appointments

Kandy Lavallee — Interim Town Clerk

Kandy Lavallee and Donna Girouard were present. Mr. McInerney explained that this was the same process that occurred with Maureen Clark and Donna Girouard when Ms. Clark left. Kandy Lavallee had been the Assistant Town Clerk for almost two years and was working towards further education to fulfill the interim position. A motion was made by Ms. Thomas, seconded by Mr. Hanna, to affirm the appointment of Kandy Lavallee as the Interim Town Clerk, effective June 23rd. Mr. McInerney and Ms. Girouard confirmed that the Town Charter allows the Board to appoint someone to fill a vacant elected position. The person appointed would remain that position until the next available town election. The motion carried unanimously.

Elizabeth Blair — Part-Time Public Safety Dispatcher

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to appoint Elizabeth Blair as a Part-Time Public Safety Dispatcher. The motion carried unanimously.

Ginny Kremer — Town Counsel

Ginny Kremer was present. Mr. McInerney explained the process of going out to bid and stated that the town budget was approximately \$120,000 for legal services. Ms. Kremer had been with the town since 2007 and provided extremely helpful and insightful advice. She expressed her passion for the job and a compassion for the town. The proposed rate was a flat-rate charge of \$5,000 per month. Mr. Dauphinais asked about what backup counsel and administrative staff were available. Ms. Kremer explained her new setup, that she will only have two towns and will have backup counsel on-site at her office. A motion was made by Ms. Thomas, seconded by Mr. Hanna, to affirm the appointment of Ginny Kremer as Town Counsel, effective immediately. The motion carried unanimously.

Mirick O'Connell — Special Town Counsel without Limitations

Marc Terry of Mirick O'Connell was present. Mr. McInerney stated that Mr. Terry would serve as Labor Counsel for the town. Mr. Terry would also be available as backup in the event that Ginny or members from her staff were unavailable. He had served the town as Labor Counsel for the last decade as well and felt well equipped to handle any legal issues that may require his attention. A motion was made by Ms. Thomas, seconded by Mr. Hanna, to affirm the appointment of Marc Terry with Mirick O'Connell as Special Town Counsel without Limitations, effective immediately. The motion carried unanimously.

Timothy Fitzpatrick — Library Building Committee

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to accept the resignation of Timothy Fitzpatrick from the Library Building Committee. The motion carried unanimously.

Vote to Allow Chair to Sign — Chapter 90 Funding Request for Town Common Project

Mr. Dauphinais recused himself from the discussion. Jeff Walsh from Graves Engineering was present to discuss the project. Mr. McInerney briefly reviewed the project's history. Mr. Walsh then thoroughly described the project plans. Chapter 90 funds would be used for the project. A motion was made by Mr. Padgett, seconded by Mr. Hanna, to allow the Chair to sign the Chapter 90 Funding Request for the Town Common Project. The motion carried unanimously.

Vote to Allow Chair to Sign — Jensen Hughes Contract for Evacuation Plan

A motion was made by Mr. Padgett, seconded by Mr. Dauphinais, to allow the Chair to sign the Jensen Hughes contract for the evacuation plan. \$4,000 of the \$16,000 allocated was left over. The motion carried unanimously.

Vote to Approve — One Day Beer & Wine License for Tufts Veterinary School — June 20th, 2017 (Resident Research Day)

A motion was made by Mr. Padgett, seconded by Mr. Dauphinais, to approve the One Day Beer & Wine License for Tufts Veterinary School on June 20th, 2017, which would be Resident Research Day. The motion carried unanimously.

Vote to Approve — One Day Beer & Wine License for Tufts Veterinary School — June 27th, 2017 (Resident/Intern Graduation)

A motion was made by Mr. Padgett, seconded by Mr. Dauphinais, to approve the One Day Beer & Wine License for Tufts Veterinary School on June 27th, 2017, which would be Resident/Intern Graduation. The motion carried unanimously.

Vote to Approve — One Day Beer & Wine License for Friends of the Grafton Library Annual Meeting — June 16th, 2017

A motion was made by Mr. Padgett, seconded by Mr. Dauphinais, to approve the One Day Beer & Wine License for the Friends of the Grafton Library Annual Meeting on June 16th, 2017. The motion carried unanimously.

Vote to Approve — Road Closure for The Grafton Historical Society on June 17th, 2017 — West Side of the Common

A motion was made by Mr. Padgett, seconded by Mr. Dauphinais, to approve the road closure of the west side of the Common for The Grafton Historical Society on June 17th, 2017. The motion carried unanimously.

Vote to Allow the Town Administrator to Sign — Summer Program Contracts

Jen Andersen was present. Ms. Andersen clarified that the Recreation Department has worked with each vendor previously. A motion was made by Mr. Hanna, seconded by Ms. Thomas, for the Town Administrator to sign all the summer program contracts, with the vendors listed below. The motion carried unanimously.

- a) Hillside Meadows Equestrian
- b) Skyhawks Sports Academy
- c) Fin & Feather Sports
- d) Best Soccer Summer Program Contract
- e) Golf Instruction Program with Highfields Golf
- f) Wicked Cool Enrichment
- g) Play-Well Teknologies

SELECTMEN REPORTS / TA REPORTS

Ms. Thomas attended the ribbon cutting ceremony for the solar field at the Cummings School of Veterinary Medicine at Tufts University on June 5th.

Mr. Spinney noted that the Affordable Housing Trust was looking for support, after Ann Morgan left. The Trust was attempting to get funding for staff hours and continuing to pursue projects for affordable housing.

Mr. McInerney stated that Nature's Remedy had submitted for the medical marijuana facility to the Planning Board for June 12th.

Mr. McNerney mentioned that there would be a Fire Truck Building Committee. Mr. Dauphinais suggested adding a retiree to the committee, to Mr. McNerney agreed to suggest.

Bids for the Bridge Street Park had come back.

Mr. McNerney would begin Assistant Town Administrator interviews that week.

Mr. McNerney had narrowed the candidates down to two for the DPW Director position. The next step is to find out about the superintendent's retirement.

The Planning Department had completed interviews for the Assistant Town Planner job.

The easement road at 104 Creeper Hill Road was 85% complete; after its completion, a cell tower would go up.

Mr. Spinney said that, for the summer, the Board would meet on the first and third weeks of the month. If the Board wished to have a workshop, it would occur at a different meeting. In July, the Board would only have one meeting.

Mr. Spinney asked about telephone poles along Powerline Drive.

DISCUSSION

One Grafton Common Master Lease

Mr. Dauphinais recused himself from this discussion. Mr. McNerney explained the process that he had been undergoing for this building to the Board. There was a deficit of \$2,200 in the account for the property, due to utilities and vacancies. Mr. McNerney would like to move forward with the proposal for the master lease. 50% of all profits, after 10% of rent and \$1000 per year financial stipulations are met, would go towards programs such as the Recreation Scholarship Fund. The Town Administrator has full jurisdiction over town-owned buildings. Mr. Spinney would like to have a formal discussion with the Historical Society regarding their space in the building.

ADJOURN

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to adjourn the meeting. The motion carried unanimously. The meeting was adjourned at 8:20PM.



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**BOARD OF SELECTMEN
MEETING MINUTES**

June 20, 2017

Municipal Center, Conference Room A
7:00 p.m.

A regular meeting was called to order at 7:00PM. Present: Bruce Spinney, Sargon Hanna, Jen Thomas, Brook Padgett, Tim McInerney, and Rebecca Meekins.

Mr. Spinney read the announcements. The Grafton Recreation Department would be hosting Movies in the Park that summer at Mill Villages Park, starting with *Rogue One: A Star Wars Story* on June 30th at 8:30PM. The screenings would be free and open to the public. The Lions Club's Concert on the Common would be on Monday, July 3rd at 7:30PM. The Claflin Hill Symphony Orchestra would perform. In July and August, the Brush Dump would be open only on Saturdays from 9AM–1PM and would be closed for the July 4th holiday weekend. Full weekday hours would resume in September. The Town had received a large volume of calls related to the gypsy moth population in town. Unfortunately, there were very few successful management strategies for this insect. If residents notice that they have a large number of the caterpillars at their residence, they should speak to a licensed pesticide applicator who will recommend what action to take. More information on managing this population could be found on the Board of Health website. Ms. Thomas congratulated Grafton High School's varsity softball team on their championship win.

Verizon — Pole Hearing, 7:00PM — Brown's Road

The public notice was read by Ms. Thomas, Clerk for the Board. A motion was made by Mr. Padgett, seconded by Mr. Hanna, to open the public hearing. Ross Billedo from UC Synergetic was present to represent Verizon, New England. Mr. Billedo reviewed the plans for placing the poles. This was requested in order to upgrade electricity on Browns Road to provide for the distribution of information and transmission of electricity to all residents on Browns Road. A motion was made by Mr. Padgett, seconded by Mr. Hanna, to close the public hearing. The motion carried unanimously. A motion was made by Ms. Thomas, seconded by Mr. Padgett, to accept the placement of two poles as presented. The motion carried unanimously.

Resignations

Larry Silverman — Cable Advisory Committee

A motion was made by Mr. Padgett, seconded by Mr. Hanna, to accept the resignation of Larry Silverman from the Cable Oversight Committee and to send Mr. Silverman a letter of thanks. The motion carried unanimously.

Marguireta Heger — Agricultural Commission

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to accept the resignation of Marguireta Heger from the Agricultural Commission and to send Ms. Heger a letter of thanks. The motion carried unanimously.

James Bryan and Christopher Roney — Together We Can

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to accept the resignation of James Bryan and Christopher Roney from Together We Can and to send them letters of thanks. The motion carried unanimously.

Heather Trudell — Conservation Committee

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to accept the resignation of Heather Trudell from the Conservation Committee and to send Ms. Trudell a letter of thanks. The motion carried unanimously.

Dan Pogorzelski — Public Works Advisory Committee

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to accept the resignation of Dan Pogorzelski from the Public Works Advisory Committee and to send Mr. Pogorzelski a letter of thanks. The motion carried unanimously.

Board of Selectmen Appointments

Annual Appointments

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to accept the annual appointments presented per list. The motion carried unanimously.

Marianne Desrosiers — Alternate for Zoning Board of Appeals

A motion was made by Ms. Thomas, seconded by Mr. Hanna, to appoint Marianne Desrosiers as the Alternate Member for the Zoning Board of Appeals. The motion carried unanimously.

Jim Gallagher — Cable Oversight Committee

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to appoint Jim Gallagher to the Cable Oversight Committee. The motion carried unanimously.

Town Administrator Appointments

Jade Issac and Taylor Shannon — Auxiliary Fire Fighter

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to affirm the appointments of Jade Isaac and Taylor Shannon as Auxiliary Fire Fighters. The motion carried unanimously.

Annual Appointments

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to affirm the annual appointments presented per list. The motion carried unanimously.

Vote to Allow Chair to Sign — End of Year Internal Transfers

Anita Patel was present to discuss this matter. Ms. Patel went through the proposed transfers between departments. The transfers subsist from surpluses in accounts. A motion was made by Mr. Hanna, seconded by Mr. Padgett, to accept the transfers as presented. Mr. Hanna amended the motion to allow the Chair to sign for the transfers at the suggestion of Ms. Thomas. The motion carried unanimously.

Representative David Muradian

Representative David Muradian was present to fill in the Board on what is going on locally and on Beacon Hill. Representative Muradian spoke about the partnership with Quinsigamond Community College to grow it in the Blackstone Valley. He also noted that, in April, the budget was at \$40.3 billion and had since raised to \$40.4 billion. However, the deficit for the state was approximately \$400 million to \$500 million. Local aid was not likely to be cut. The House unanimously passed the Massachusetts Pregnant Workers Fairness Act to allow accommodations for pregnant workers and bar any discrimination against them. A graduated state income tax for people making over \$1 million a year was put forth for the 2018 ballot, unless there was a court challenge. A bill for the regulation of recreational marijuana was set to be voted on that week. The bill would probably go to the Conference Committee after and its protocols live in July 2018. Within the bill, the House and Senate differ mostly on taxation and local control. The Grafton Valley Tech hockey team had recently gone to the State House, in recognition of their championship win. Grafton made a list of Top 100 Places to Buy a Home in Massachusetts. Finally, Representative Muradian acknowledged the Climate Vulnerability Preparedness Fund between Grafton, Millbury, and Northbridge and their attainment of grant funding.

Vote to Approve — Removal of Structure at 51 North Main Street, Grafton, MA

Tom Frederico was present to discuss this matter. Mr. McInerney and Mr. Frederico gave a brief overview of the situation. Ginny Kremer also spoke to the law in this matter and clarified that the town would recoup their money. A motion was made by Mr. Padgett, seconded by Ms. Thomas, to affirm the report and decision from the Board of Surveyors and cause the building to be removed. The motion carried unanimously.

Vote to Sign — First Amendment to Land Lease Agreement — Vertical Bridge

Ginny Kremer was present to discuss this matter. Ms. Kremer gave an overview of the concerns of the Russo Bros, Vertical Bridge, and the Zinkevichs in Shrewsbury. The Zinkevichs sued the Russo Bros in land court with regards to their easement and took issue with the Planning Board decision to issue a permit to Russo Bros. Ms. Kremer, Joe Laydon, Mr. McInerney, and Ms. Meekins had spent a lot of time, since March or February, trying to keep Vertical Bridge from walking away and to amend the lease agreement in order to keep all of the ongoing issues in mind. The road was complete. A motion was made by Mr. Hanna, seconded by Ms. Thomas, to sign the first amendment to the land lease agreement with Vertical Bridge. The motion carried unanimously.

Vote to Award — Town Common Project Contract — R. Bates & Sons

A motion was made by Ms. Thomas, seconded by Mr. Hanna, to award Town Common Project to R. Bates & Sons contingent on Chapter 90 approval. The motion carried unanimously.

Vote to Allow Chair to Sign — Compliance Certificate for 49 Flint Pond Drive, Unit 68

A motion was made by Mr. Padgett, seconded by Ms. Thomas, to allow the Chair to sign a compliance certificate for 49 Flint Pond Drive, Unit 68. The motion carried unanimously.

Vote to Amend — Farmers Winery/Farmers Market License for Aaronap Cellars, LLC. — Change of Hours from 2PM–6PM to 2PM–8PM

A motion was made by Ms. Thomas, seconded by Mr. Hanna, to amend the Farmers Winery/Farmers Market License for Aaronap Cellars, LLC. to change hours from 2PM–6PM to 2PM–8PM. The motion carried unanimously.

Vote to Approve — One Day Beer & Wine License for Tufts Veterinary School — June 28, 2017 (End of Year Celebration)

A motion was made by Ms. Thomas, seconded by Mr. Hanna, to approve a One Day Beer & Wine License for Tufts Veterinary School on June 28th, 2017 for an end of year celebration. The motion carried unanimously.

SELECTMEN REPORTS / TA REPORTS

Mr. Hanna noted that there would be a Transit Village workshop at the Community Barn on June 28th.

Tim would give his reports in a memo.

DISCUSSION

Gristmill Estates Streetlight Locations

Mr. McInerney summarized the situation. Mr. Spinney decided to pass over this discussion, as the homeowner was not present. The topic would be put on the July 11th meeting.

MEETING MINUTES — January 17, 2017

A motion was made by Ms. Thomas, seconded by Mr. Hanna, to approve the meeting minutes from January 17th, 2017 as written. The motion carried unanimously.

ADJOURN

A motion was made by Mr. Hanna, seconded by Ms. Thomas, to adjourn the meeting. The motion carried unanimously. The meeting was adjourned at 7:52PM.